

General Liability • Automobile Policy

No. CGA

1. **Named Insured and Address:** (No., Street, Town or City, County, State)

POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

2. **Policy Period:** (Mo. Day Yr.)

01/23/78 to 01/23/79

12:01 A.M., standard time at the address of the named insured as stated herein

Policy Provisions • Part A



HEAD OFFICE • HONOLULU, HAWAII

JERRY HAY, INC.
AMFAC BUILDING
700 Bishop St., 404
Honolulu, Hawaii 96813

The Company does hereby agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building, if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The explosion hazard does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

H-1050-J (9/76)

When used as a premium basis:

1. "**admissions**" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "**cost**" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "**receipts**" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "**remuneration**" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "**sales**" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

(over)

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the named insured and after

physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

CONDITIONS

1. **Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit:** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

7. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Insert Part B here so that top edge butts against above fold to permit policy number, Insured's name and address on Part B to appear through window.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

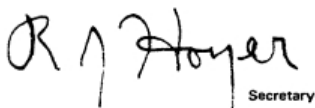
11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be


effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.


Secretary


President

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies the provisions of this policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

(1) the **nuclear material** (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

Part B—General Liability-Automobile Policy-Declarations

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY "X" IN APPROPRIATE BOX
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

- ☒ HAWAIIAN INSURANCE & GUARANTY COMPANY, LTD.
☐ UNITED NATIONAL INSURANCE COMPANY, LTD. (UNICO)

No. CGA

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

Item 2. Policy Period: (Mo. Day Yr.)

From 01/23/78 to 01/23/79
12:01 A.M., standard time at the address of the named insured as stated herein.



HEAD OFFICE • HONOLULU, HAWAII

CLIENT NO.
PRODUCER JERRY HAY, INC.
PRODUCER NO. [REDACTED]
PREVIOUS POLICY NO. [REDACTED]

The named insured is:

- ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: NON-PROFIT

Business of the named insured is: (ENTER BELOW)

POLYNESIAN NAVIGATION RESEARCH

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Coverage Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance		\$	Hospital Professional Liability Insurance		\$
Automobile Physical Damage Insurance (Dealers)		\$	Manufacturers' and Contractors' Liability Insurance		\$
Automobile Physical Damage Insurance (Fleet Automatic)		\$	Owner's and Contractor's Protective Liability Insurance		\$
Automobile Physical Damage Insurance (Non-Fleet)		\$	Owners', Landlords' and Tenants' Liability Insurance		\$
Basic Automobile Liability Insurance		\$	Personal Injury Liability Insurance		\$ 37.00
Completed Operations and Products Liability Insurance		\$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		\$
Comprehensive Automobile Liability Insurance		\$	Premises Medical Payments Insurance		\$
Comprehensive General Liability Insurance		\$ 57.00	Special Protective and Highway Liability Insurance New York Department of Transportation		\$
Comprehensive Personal Insurance		\$	Storekeeper's Insurance		\$
Contractual Liability Insurance		\$	Uninsured Motorists Insurance		\$
Druggists' Liability Insurance		\$			\$
Elevator Collision Insurance		\$			\$
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		\$			\$
Farmer's Comprehensive Personal Insurance		\$			\$
Farmer's Medical Payments Insurance		\$			\$
Garage Insurance		\$			\$
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue					\$
Total Advance Premium for this policy.					\$ 94.00

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary
\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: HONOLULU, HAWAII 01/09/78aa

*Not applicable in Texas

By

JERRY HAY, INC.
[Signature]
Authorized Representative
Vice President

THIS PART B, WITH "POLICY PROVISIONS - PART A", COVERAGE PART(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

H-1050-D (9/76)

Printed in U.S.A.

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. [REDACTED], to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

SEE BELOW

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	\$ 300,000.00	\$ 300,000.00	\$ 41.00
B—Property Damage Liability	\$ 25,000.00	\$ 25,000.00	\$ 16.00
Form numbers of endorsements attached at issue			\$
		Total Advance Premium	\$ 57.00 (INCL.)

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations KAPALAMA SHIP YARDS-HONOLULU, HAWAII CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR SOCIAL NO BUILDING OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING COMPLETED OPERATIONS		F) 200	.206	.033	41.00	16.00 MINIMUM
		F) PER MEMBER				
		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number Insured	Per Landing			
Independent Contractors		Cost	Per \$100 of Cost			
Completed Operations INCLUDED IN CLASSIFICATION [REDACTED]		(a) Receipts	(a) Per \$1,000 of Receipts			
Products EXCLUDED		(b) Sales	(b) Per \$1,000 of Sales			
Total Advance B.I. and P.D. Premiums \$					41.00	16.00

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes;if such liability is imposed:
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x"
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c"
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u"

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law:
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

G 304

L 9141

(Ed. 7-66)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)

issued to _____

by _____

SERRY HAY INC.

Taylor R. Serry
Authorized Representative Vice President

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

G 101

L 9100
(Ed. 7-66)

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

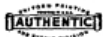
by

BERNARD HAY INC.
[Signature]
Vice President

Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

END. #1

LIABILITY

EXCLUSION
(Athletic Participants)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No. [REDACTED]

issued to

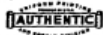
by

[Signature]
Vice President
Authorized Representative

Description of Operations:

CODE [REDACTED]

It is agreed that with respect to operations described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

END. #2

LIABILITY

G 610

PRODUCTS HAZARD EXCEPTIONS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective

(12:01 A.M., standard time)

, forms a part of policy No. [REDACTED]

issued to

by

[Signature]
Vice President

Authorized Representative

Description of Premises and Operations:

CODE [REDACTED]

It is agreed that the **products hazard** does not include **bodily injury or property damage** arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.



COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288
(Ed. 1-73)

For attachment to Policy No. _____, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	300	thousand dollars aggregate —0— % Insured's Participation
The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.		
Groups of Offenses		Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution		\$ INCL.
B. Libel, Slander, Defamation or Violation of Right of Privacy		\$ INCL.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		\$ INCL.
Form numbers of endorsements attached at issue		
		\$
		Total Advance Premium \$ 37.00 (INCL.)
		Minimum Premium \$ 37.00

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury therein called "personal injury" sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



END. #3

ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY DOES
NOT APPLY TO ANY CLAIMS ON ACCOUNT OF INJURY TO ANY PERSON
WHILE PRACTICING FOR OR PARTICIPATING IN ANY CONTEST.

PREMIUM		
No Chg.	Additional	Return

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits or conditions of the policy, except as hereinabove set forth.

- ☒ THE HAWAIIAN INSURANCE &
GUARANTY CO., LTD.
☐ UNITED NATIONAL INSURANCE
CO., LTD. (UNICO)
☐

Countersigned by

IRVING HAY, INC.
Irving Hay
Vice President

Authorized Representative

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

Policy No. Effective Date Insured

RWD

COPY

ROBERT W. DICKIESON, INC.
MARINE SURVEYING

Report No. 647-81

25 June 1981

This is the report of the survey conducted by the undersign at the request of Mr. MIKE TONGG and on behalf of the POLYNESIAN VOYAGE SOCIETY, owners, on board the

HAWAIIAN DOUBLE HULL SAILING CANOE

HOKULE'A
Official No. 571789

for the purpose of ascertaining her condition for insurance purposes only.

ATTACHMENTS, forming parts of this report.

Appendix (A) - Equipment Details of Boat Survey.
Appendix (B) - Photographs taken on 19 June 1981.

IN ATTENDANCE

Mr. Wallace Froiseth, Society Member

DESCRIPTION

The "HOKULE'A" is 60 ft (LOA) HAWAIIAN DOUBLE HULL SAILING CANOE alleged to have been built in 1974 by CSK CATAMARANS of HONOLULU, HAWAII. She is designed to duplicate the ancient POLYNESIAN MULTI-HULL SAILING CANOE and has been designated an experimental and research vessel by her owners THE POLYNESIAN VOYAGE SOCIETY. The vessel is ketch rigged and steered by three (3) individually manned sweeps. There are no creature comforts or living accommodations aboard the vessel. Shelters rigged on her platform deck offer limited crew protection.

The "HOKULE'A" is constructed of wood. Her twin hulls are double diagonal mahogany ply laid over 3/4" x 4" sawn frames spaced 36 inches at centers and twelve 3/4" x 1 1/4" longitudinal stiffeners equally spaced from the keelson to the sheer. The exterior hull surface is fiber-glassed covered. All fasteners used on the framing appear to be of bronze and galvanized steel. Ten (10) laminated arched beams fitted and lashed to each hull provide the primary structural support of the vessel. The main beams are constructed of ten (10) 1/2" x 5" oak planks alleged to have been cold bent and laminated together with resin. The lashing used are mainly of 5/16" Dia. dacron line that has been skillfully laid for maximum effectiveness. Main beams number 1 and 2 and beams number 6 and 7 are closely laid together to support the main and mizzen mast which is stepped on the platform deck above. The platform deck which extend between hulls consist of fore and aft planking supported by beams lashed to the main arched beams. The life rails are of HAU wood fitted and lashed into place. Safety nets are rigged fore and aft of the platform deck.

For a profile view of the vessel's exterior, refer to photographs A, B, and C, furnished in Appendix (B) to this report. The vessel's main and mizzen masts were unstepped and are not shown in the photographs.

"HOKULE'A's" masts and spars are made of SITKA and SPRUCE WOODS. Her booms are of HAU and FIR. All standing and running rigging are of 5/8" x 3/4" Dia stranded nylon line. There are no chain plates, turnbuckles, winches or other modern conventional sailing hardware aboard the vessel. Masts shrouds are made fast to the arched main beams that

126 Queen Street, Suite 211/Honolulu, Hawaii 96813
Telephone (808) 523-3001/Telex RCA 723-8305 DAVS HR/ITT 743-0018 STEAM

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Page 2...

extend outboard of the hull sides. Her sails are unique in shape and are referred to as the CRAB CLAW design. For auxiliary power, the vessel is equipped with a long shaft outboard motor rated at 40 HP and a six (6) gallon portable gas tank. The outboard motor controls and mounting bracket are located on the port after section of the platform deck.

The interior arrangement of "HOKULE'A's" twin hulls are identical. There are seven (7) watertight compartments in each hull. Each compartment is fitted with an 8" high coamed hatch, double gasketed. Inflatable tubes are located in the fore and aft compartments. Each fore and aft compartment is equipped with a permanently mounted manual bilge pump located topside forward of the compartment hatches. Three (3) portable manual pumps are available to dewater the remaining compartments if necessary. There is no wiring or plumbing throughout the vessel. The compartments are used for storage and are separated by plywood transverse bulkheads.

The battery operated communication equipment is kept in a specially designed portable box. The vessel is well equipped with safety equipment.

EXAMINATION

On the 19th day of June 1981 and subsequently, the undersigned proceeded to AMFAC MARINE DRYDOCK, HONOLULU, HAWAII where the vessel lay drydocked resting on keel blocks.

The main and mizzen masts were unstepped, all standing and running rigging removed.

The following were found and recommendations made.

- ✓ 1. On both hulls, portions of the keel worm shoe are missing and infested with marine borers. Recommend repair.
- ✓ 2. The hose clamps on the permanently mounted bilge pumps are corroded. Recommend cleaning or replacement if necessary.
3. On the port hull, the waist plank on the port bow is cracked. The crack extends aft to the 3rd hatch. Recommend repair.
- ✓ 4. On the port hull, the number three (3) lower hatch gasket is deteriorated. Recommend replacement.
- ✓ 5. On the port hull, the forward bilge pump is operating very stiff. Recommend pump be cleaned and lubricated.
- ✓ 6. The bilge pump discharge hoses on deck are worn and damaged. Recommend replacement.
7. There is evidence of some hull movement forward. The double main beams (nos. 1 and 2) have been reenforced with cross tension shrouds leading from the 3rd main beam and by adding a dolphin striker. The repairs are temporary and according to Mr. FROISETH the beams will be replaced in the near future.
8. On all ten (10) laminated oak beams delamination has occurred as shown in photographs (D) and (E) furnished in Appendix (B) to this report. On two (2) beams separation measured 3/16". The main beams are critical to the vessel's structural integrity. Recommend replacement in near future in conjunction with item number 7 above.

ITEMS: 1, 2, 4, 5, 6 WERE REPAIRED ON JUNE 20, 1981
By Paoa C.C.C. & V.S.

Page 3...

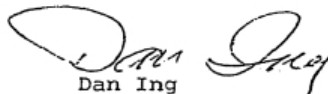
OPINION

The "HOKULE'A" is a uniquely constructed vessel in a class of her own. After modifications to increase her watertight integrity she has proven herself a capable ocean voyager by successfully completing a series of Inter-Island and two (2) voyages to TAHITI. More than other vessel's, she will require constant maintenance and renewals to maintain her structural integrity.

In the opinion of the undersigned the HAWAIIAN DOUBLE HULL SAILING CANOE "HOKULE'A" is considered a satisfactory insurance risk for ocean sailing when items numbers 2,3,5,7, and 8 are dealt with.

The vessel is considered a satisfactory risk for PORT RISK insurance when items numbers 2 and 5 are dealt with.

Survey conducted and report submitted without prejudice.


Dan Ing



ROBERT W. DICKIESON, INC.
MARINE SURVEYING

Appendix (A) to:

Vessel HOKULE'A

Report No. 647-81

EQUIPMENT DETAILS OF BOAT SURVEY

Date: 19 June 1981 Registration No.: N/A
Owner: POLYNESIAN VOYAGE SOCIETY Official No.: 571789
Address: 169 S. Kukui Street Location Official No. displayed:
Honolulu, Hawaii 96813 No.6 Compartment-Port Hull
Trade: Experimental & Research Port of Registry: Honolulu, Hawaii
Certified for N/A passenger Builder: CSK Catamarans
N/A crew Place of Build: Honolulu, Hawaii
Type licenses: N/A Date of Build: 1974
LEON A. STERLING Dimensions:
Master: Mr. Leon Sterling (Length): 60 ft
Tonnage: 7 (GROSS) (Net) (Breadth): 17 ft 6 in.
Location of Vessel: pier 12 (Draft): 2 ft 4 in.
Honolulu Harbor, Honolulu, Hawaii Replacement Cost: \$ 195,000.00
Market Value: \$ 105,000.00
Make and Model: Custom Built Ancient Vessel examined:
Hawaiian Double Hull Canoe In the water:
Hauled out: 19 June 1981

Engines

Single See Page 2, Outboard Motor No. of Carburetors:
Twin Backfire Protection?
Make: (FLAME ARRESTORS)
Model: HP Auxiliary Engine:
Serial No. Make
Location: Fuel
Fuel: Gasoline Diesel Location
No. of Tanks Electric Wiring:
Total Capacity Proper support and Protection?
Material Protected by circuit breakers?
Location Fuses? Grounded?
Proper Ventilation & Fill Systems Condition
Leaks? Batteries: No. Volt VDC
Anti Syphon Protection? Make
Exhaust: Wet Dry Secured in position?
Clear of Woodwork? Ungrounded terminal protected?
Location "Discharge of Oil Prohibited" place-
Cooling: Salt Water card posted (vessel's 26' or over)
Heat exchanger Propeller: No.
Was Engine Tested by Running Diameter Pitch
Engine Operated Satisfactorily No. of blades Material

125 Queen Street, Suite 211/Honolulu, Hawaii 96813
Telephone (808) 523-3001/Telex RCA 723-8305 DAVS HR/ITT 743-0018 STEAM

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ROBERT W. DICKIESON, INC.
MARINE SURVEYING

page 2

Appendix (A) to:
vessel HOKULE'A

Report No. 647-81

(Engines Con't)

Shaft: Diameter ----- Outboard Motor? Yes-Long Shaft
Material ----- Make JOHNSON Model 40R1-75 C
Stuffing Box Leaking ----- Ser. No. J4252218 Condition GOOD
Reduction/reverse Gear make ----- Sterndrive:
----- ratio Make ----- Model -----
Engine Hour Meter Reading: ----- Serial No. -----
Additional Equipment: 1) Portable 6 gallon fuel tank. 2) Outboard motor mounting bracket.

Double diagonal Hull
laid plywood
Material: (hull) fiberglass covered. Fenders? None No. -----
(frames) 3/4" x 4" sawn Steering: (type) Sweep Oar 3
(spacing) 36" at centers Tested Satisfactorily? Yes
Last drydocking: Kingpost? ----- Cleat? -----
(date) June 1981 Galley: (location) None
(place) AMFAC MARINE Stove? ----- (type) -----
Bilge Pumps: (fuel) -----
(no.) 4 (type) Installed, Manual Fuel in Safe Location? -----
(no.) 3 (type) Portable Manual ^{30 GPM} Refrigerator? None
Tested Satisfactorily? Yes Hot Water? None
Bilge: Dry? No-Slight amount Fresh Water Tanks: None
Clean? Yes (no.) 30 (location) -----
Fuel in Bilges? No (total capacity) ----- 150 gll
Anchors: (material) ----- Plastic
Viking Model #50 Vessel Well Maintained? Fair
(no.) 2 (type) Danforth (wt) ----- Head? None (type) -----
(no.) 1 (type) Danforth (wt) 25 (permanent) ----- (portable) -----
Anchor Windglass? None Condition of Deck Covering -----
Manual? ----- Electric? ----- GOOD
Anchor Chain: Hose Clamps Tight? Yes
Size: (primary) 3/8" Dia Through Hull Fittings Below Waterline
(secondary) 3/8" Dia Equipped With Sea Valves? N/A
Length: (primary) 8 ft Mooring Lines: Fuji Set
(secondary) ----- (condition) Good
Rode: Ventilation:
Size: (primary) 5/8" Dia Nylon (engine compartment) N/A
(secondary) --- stranded (fuel compartment) N/A
Length: (primary) 300 ft (est.) (living areas) N/A
(secondary) 300 ft (est.)

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ROBERT W. DICKIESON, INC.
MARINE SURVEYING

Appendix (A) to:

Vessel HOKULE'A

Report No. 647-81

Sea Valves Operate Freely? N/A

(Hull Con't)

Additional Equipment: _____

* * * * *

Sails

Number 2 Type of Rig: Ketch
Type Main Material Canvas Standing Rigging:
Age 18 mos. Condition Good (material) Stranded Nylon line
Type Mizzen Material Canvas (age) unk (size) 5/8" & 3/4" Dia
Age 18 mos. Condition Good (condition) Fair
Type _____ Material _____ Running Rigging:
Age _____ Condition _____ (material) Same as above
Type _____ Material _____ (age) unk
Age _____ Condition _____ (condition) Fair
Inspected: In Bags? Furled? X Swages? None
Spread Out? _____ (condition) -----
Winches: (no.) None Spars: (types) Mast & spars of Sitka
(make) _____ Spruce-Booms of Hau & Fir.
Chain Plates Tight? None (material) WOOD

* * * * *

Fire Extinguishers

No. 2 Type Drychemical Wt. 5 Test Gauge Shows Charged? -----
No. _____ Type _____ Wt. _____ When Last Serviced? -----
Fixed System Installed? No

* * * * *

Navigation Equipment

Radio? VHF (type) VHF Pace Barometer? None
CB _____ (make) ----- (model) -----
OTHER _____ (serial no.) -----
Serial No. VHF Running Lights: Portable Lanterns
CB _____ (electric) X (oil) _____
OTHER _____ Tested Satisfactorily? **
Call Sign VHF WYB 8064 Compass? None (size) ----
CB ----- (make) ---- (model) -----
OTHER ----- (serial no.) -----
Tested Satisfactorily? VHF Yes Rules of the Road? None ✓
CB _____ OTHER _____ Charts? None ✓ Bell? None

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**Not on board at time of survey.
(alleged)

RWD

ROBERT W. DICKIESON, INC.
MARINE SURVEYING

Appendix (A) to:

Vessel HOKULE'A

Report No. 647-81

(Navigation Equipment Con't)

Antenna? VHF x CB _____ OTHER _____
Horn? 7 Whistle? _____
Auto Pilot? None
(make) _____ (model) _____
(serial no.) _____
RDF? None
(make) _____ (model) _____
(serial no.) _____
Depth Recorder? None
(make) _____ (model) _____
(serial no.) _____
Radar? None
(make) _____ (model) _____
(serial no.) _____

Seachlight? Hand light 2
(mounted) _____ (portable) X
Clock? None (make) _____
(model) _____
(serial no.) _____
Additional Equipment
1) Hand held portable VHF transceiver.
2) Battery pack for VHF transceiver.

Safety Equipment

Dinghy? No (condition) _____ Personal Floatation Devices (PFD):
(make) _____ (length) _____ (no. of Adults) 14 (type) II
(material) _____ (no. of Children) 0 (type) _____
Raft? No (condition) _____ EPIRB Two Class A and B
(make) _____ Radar Reflector? Yes
(no. of persons) _____ * Pyrotechnics? Yes Date of Mfg 1980
* Life Ring? Two with strobe light. First Aid Kit? Yes
* Man Overboard pole with Flag? Two Additional Equipment
U.S. Coast Guard Courtesy Motorboat: Manoverboard strobe light each 6 **
Examination? N/A Yr. of Decal ---
Manufacturer Certification of Comp- **Not on board at time of survey
liance Label N/A Capacity Label N/A Theft problem

Hull Color: BROWN

Deck Color: BROWN

HOKULE'A

Name of Vessel

Not required

HIN

Dan Ing
Surveyor, Dan Ing

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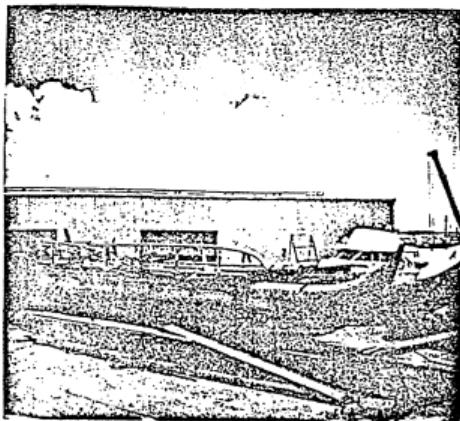


Photo "A"

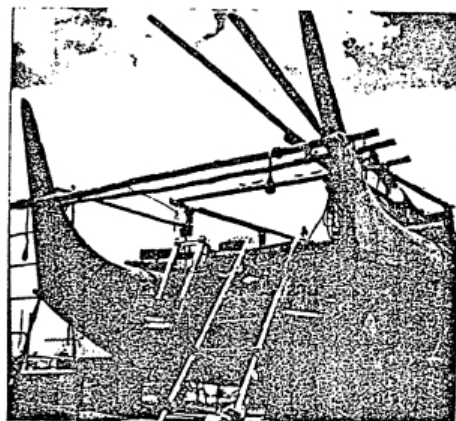


Photo "B"



Photo "C"

Page 2...

Appendix (B)



Photo "D"
9 Main beam, portside forward looking aft.

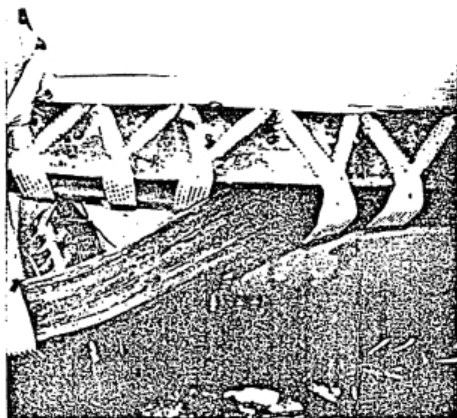


Photo "E"
5 Cross beam, portside aft looking forward.

DOCUMENTS CALLED IN AS REQUESTED

RW

ROBERT W. DICKIESO
MARINE SURVEYING

P. V. S.
We have no courage
on this vessel - which
would be appropriate
In regards to liability
exposure to board
members - what is
needed?

Port No. 647-81

25 June 1981

This is the request of Mr. MI:
SOCIETY, owners,

y the undersign at the
POLYNESIAN VOYAGE

HA

OE

HOKULE'A
Official No. 571789

for the purpose of ascertaining her condition for insurance purposes only.

ATTACHMENTS, forming parts of this report.

Appendix (A) - Equipment Details of Boat Survey.
Appendix (B) - Photographs taken on 19 June 1981.

IN ATTENDANCE

Mr. Wallace Froiseth, Society Member

DESCRIPTION

The "HOKULE'A" is 60 ft (LOA) HAWAIIAN DOUBLE HULL SAILING CANOE alleged to have been built in 1974 by CSK CATAMARANS of HONOLULU, HAWAII. She is designed to duplicate the ancient POLYNESIAN MULTI-HULL SAILING CANOE and has been designated an experimental and research vessel by her owners THE POLYNESIAN VOYAGE SOCIETY. The vessel is ketch rigged and steered by three (3) individually manned sweeps. There are no creature comforts or living accommodations aboard the vessel. Shelters rigged on her platform deck offer limited crew protection.

The "HOKULE'A" is constructed of wood. Her twin hulls are double diagonal mahogany ply laid over 3/4" x 4" sawn frames spaced 36 inches at centers and twelve 3/4" x 1 1/4" longitudinal stiffeners equally spaced from the keelson to the sheer. The exterior hull surface is fiber-glassed covered. All fasteners used on the framing appear to be of bronze and galvanized steel. Ten (10) laminated arched beams fitted and lashed to each hull provide the primary structural support of the vessel. The main beams are constructed of ten (10) 1/2" x 5" oak planks alleged to have been cold bent and laminated together with resin. The lashing used are mainly of 5/16" Dia. dacron line that has been skillfully laid for maximum effectiveness. Main beams number 1 and 2 and beams number 6 and 7 are closely laid together to support the main and mizzen mast which is stepped on the platform deck above. The platform deck which extend between hulls consist of fore and aft planking supported by beams lashed to the main arched beams. The life rails are of HAU wood fitted and lashed into place. Safety nets are rigged fore and aft of the platform deck.

For a profile view of the vessel's exterior, refer to photographs A, B, and C, furnished in Appendix (B) to this report. The vessel's main and mizzen masts were unstepped and are not shown in the photographs.

"HOKULE'A's" masts and spars are made of SITKA and SPRUCE WOODS. Her booms are of HAU and FIR. All standing and running rigging are of 5/8" x 3/4" Dia stranded nylon line. There are no chain plates, turn-buckles, winches or other modern conventional sailing hardware aboard the vessel. Masts shrouds are made fast to the arched main beams that

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General Liability • Automobile Policy

m 1. Named Insured and Address: (No., Street, Town or City, County, State)
POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HAWAII 96818

m 2. Policy Period: (Mo. Day Yr.)
 from **1-23-83** to **1-23-84**

12:01 A.M., standard time at the address of the named insured as stated here

Policy Provisions • Part A



The Company does hereby agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the insured under an **incidental contract**;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the insured under an **incidental contract**;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the named insured and after

physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

CONDITIONS

1. **Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit:** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.



4. Insured's Duties in the Event of Occurrence, Claim or Suit:

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Insert Part B here so that top edge butts against above fold to permit policy number, Insured's name and address on Part B to appear through window.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be

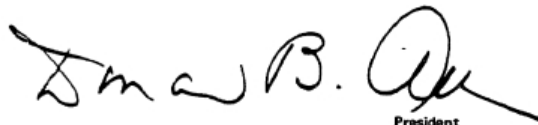
effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.


Secretary


President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

This endorsement modifies the provisions of this policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties** of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties** of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means source material, special nuclear material or byproduct material;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"**waste**" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

Part B—General Liability-Automobile Policy-Declarations

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY "X" IN APPROPRIATE BOX
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

- * ☒ HAWAIIAN INSURANCE & GUARANTY COMPANY, LTD.
☐ UNITED NATIONAL INSURANCE COMPANY, LTD. (UNICO)

No. CGA [REDACTED]

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HAWAII 96818

Item 2. Policy Period: (Mo. Day Yr.)
From 1-23-83 to 1-23-84
12:01 A.M., standard time at the address of the named insured as stated herein.



HEAD OFFICE • HONOLULU, HAWAII

CLIENT NO.
PRODUCER JERRY HAY, INC.
PRODUCER NO. [REDACTED]
PREVIOUS POLICY NO. [REDACTED]

The named insured is:

☐ Individual ☐ Partnership

☒ Corporation

☐ Joint Venture

☐ Other: _____

Business of the named insured is: (ENTER BELOW)

POLYNESIAN NAVIGATION RESEARCH

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Coverage Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance		\$	Hospital Professional Liability Insurance		\$
Automobile Physical Damage Insurance (Dealers)		\$	Manufacturers' and Contractors' Liability Insurance		\$
Automobile Physical Damage Insurance (Fleet Automatic)		\$	Owner's and Contractor's Protective Liability Insurance		\$
Automobile Physical Damage Insurance (Non-Fleet)		\$	Owners', Landlords' and Tenants' Liability Insurance		\$
Basic Automobile Liability Insurance		\$	Personal Injury Liability Insurance	[REDACTED]	\$ 60.00
Completed Operations and Products Liability Insurance		\$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		\$
Comprehensive Automobile Liability Insurance		\$	Premises Medical Payments Insurance		\$
Comprehensive General Liability Insurance	[REDACTED]	\$ 128.00	Special Protective and Highway Liability Insurance New York Department of Transportation		\$
Comprehensive Personal Insurance		\$	Storekeeper's Insurance		\$
Contractual Liability Insurance		\$	Uninsured Motorists Insurance		\$
Druggists' Liability Insurance		\$			\$
Elevator Collision Insurance		\$			\$
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		\$			\$
Farmer's Comprehensive Personal Insurance		\$			\$
Farmer's Medical Payments Insurance		\$			\$
Garage Insurance		\$			\$
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue			Total Advance Premium for this policy. \$ 188.00		

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary
\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: HONOLULU, HAWAII 3-4-83bn

*Not applicable in Texas

By

JERRY HAY, INC.
Jerry W. Hay
Vice President

Authorized Representative

THIS PART B, WITH "POLICY PROVISIONS—PART A", COVERAGE PART(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

H-1050-D (9/76)

Ptd. In U.S.A.

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. _____, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

SEE BELOW

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other _____

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	\$ 300,000.	\$ NIL	\$ 103.00
B—Property Damage Liability	\$ 25,000.	\$ 25,000.	\$ 25.00
Form numbers of endorsements attached at issue			\$
Total Advance Premium			\$ 128.00 (INCL.)

General Liability Hazards						
Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations BISHOP MUSEUM HONOLULU, HAWAII CLUBS - CIVIC, FRATERNAL, LUNCHEON, 314-86415 SERVICE OR SOCIAL - NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING PRODUCTS		f) 200 <				

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor, or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

G 101

L 9100
(Ed. 7-66)

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective _____ (12:01 A. M., standard time), forms a part of policy No. _____

issued to _____

by _____

JERRY HAY INC.
Taylor W. Perry
Vice President
Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

END. #1

LIABILITY

GL 21 01 (Ed. 07 66)
G 302

L 9139
(Ed. 7-66)

EXCLUSION
(Athletic Participants)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by

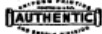
JERRY HAY INC.
Taylor B. Hay
Vice President

Authorized Representative

Description of Operations:

CODE: 314-86415

It is agreed that with respect to operations described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.





GL 99 05
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. Y H 2 A Y I N C

Named Insured

Taylor R. King
Vice President

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

PRODUCTS HAZARD EXCEPTIONS

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

Description of Premises and Operations:

CODE: 314-86415

GL 99 05 07 66

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288
(Ed. 1-73)

For attachment to Policy No. [REDACTED], to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	300	thousand dollars aggregate —0— % Insured's Participation
The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.		
Groups of Offenses		Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution		\$ INCL.
B. Libel, Slander, Defamation or Violation of Right of Privacy		\$ INCL.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		\$ INCL.
Form numbers of endorsements attached at issue		
		\$
		Total Advance Premium \$ 60.00 (INCL.)
		Minimum Premium \$ 60.00

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

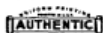
Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY DOES
NOT APPLY TO ANY CLAIMS ON ACCOUNT OF INJURY TO ANY PERSON
WHILE PRACTING FOR OR PARTICIPATING IN ANY CONTEST.

PREMIUM		
No Chg.	Additional	Return

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits or conditions of the policy, except as hereinabove set forth.

- ☒ THE HAWAIIAN INSURANCE &
GUARANTY CO., LTD.
☐ UNITED NATIONAL INSURANCE
CO., LTD. (UNICO)
☐

Countersigned by

BERRY HAY INC.
Taylor W. Berry
Vice President
Authorized Representative

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

Policy No.

Effective Date

Insured

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 EAST SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85260

original to:
M. Torgg 6/6/79
copy to: 11-7
#2
Endorsement No.
ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:00 NOON
A.M.
5 8 79 X

INSURED
POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

AGENCY AND CODE

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INTENT OF THIS POLICY IS TO PROVIDE PREMISES LIABILITY TO GUESTS WHILE IN ATTENDANCE AT THAT PORTION OF THE PREMISES USED SOLELY BY THE NAMED INSURED FOR HIS OPERATIONS.

THE FOLLOWING PERSONS ARE NOT CONSIDERED GUESTS AND NOT AFFORDED COVERAGE UNDER THIS POLICY:

1) ANY PERSON DOING VOLUNTARY LABOR ON BEHALF OF THE NAMED INSURED.

WE HEREBY AGREE TO THE TERMS OF THIS EXCLUSION:

SIGNATURE OF INSURED OR REPRESENTATIVE

By _____

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW 70 (4-77)

AUTHORIZED REPRESENTATIVE

5/22/79 AD

DATE

BELOW IS FOR HOME OFFICE USE ONLY

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 EAST SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85260

Endorsement No. #2
ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)

MO. DAY YR. 12-H. NOON
A.M.

INSURED
POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

AGENCY AND CODE

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INTENT OF THIS POLICY IS TO PROVIDE PREMISES LIABILITY TO GUESTS WHILE IN ATTENDANCE AT THAT PORTION OF THE PREMISES USED SOLELY BY THE NAMED INSURED FOR HIS OPERATIONS.

THE FOLLOWING PERSONS ARE NOT CONSIDERED GUESTS AND NOT AFFORDED COVERAGE UNDER THIS POLICY:

- 1) ANY PERSON DOING VOLUNTARY LABOR ON BEHALF OF THE NAMED INSURED.

WE HEREBY AGREE TO THE TERMS OF THIS EXCLUSION:

SIGNATURE OF INSURED OR REPRESENTATIVE

By i.

5/22/79 AD

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW 70 (4-77)

AUTHORIZED REPRESENTATIVE

DATE

BELOW IS FOR HOME OFFICE USE ONLY

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
79 So. Nimitz Highway, Honolulu, Hawaii 96813

March 3, 1982

HAR-PM 3110

Polynesian Voyaging Society
P. O. Box 6037
Honolulu, Hawaii 96818

Gentlemen:

Under the terms of Revocable Permit No. H-77-674, you are required to submit an insurance policy, or a certificate in lieu thereof, as evidence of your required insurance coverage. In auditing our records, we find that:

- () No insurance policy or certificate has been received.
- () The term of your policy has expired.
- (X) Your insurance coverage is deficient in the following respect(s), as checked:
 - (X) The State of Hawaii is not named as an additional insured.
 - (X) A clause assuring that the insurer will give a 30-day prior written notice of any termination, cancellation or material change is not included.
 - () The limits of liability are inadequate. Please refer to your agreement for required coverage.

Please (1) submit the required evidence of insurance coverage or (2) have the(se) above-noted deficiency(ies) corrected and submit evidence of such correction(s) to this office within two weeks from the date of this letter. Should you have any questions, please contact me at 548-2525.

Very truly yours,

Jorg Hansen
JORGEN HANSEN
Property Manager

*March 8, 1982 -
Spoke to Mr. Hansen + informed him
that ~~that~~ he has the certificate for the
above in his files. (Said he will note it
+ disregard letter)*

REQUEST FOR PAYMENT*Mar,
for your files*

VENDOR NAME

Jerry Hay

VENDOR ADDRESS

Pioneer Plaza
900 Fort Street Mall, Suite 710
Honolulu, Hawaii 96813

Description	Amount Due
Insurance Liability - Renewal	337.07
1982-83 (Pier 12)	
Dianne, please send me a copy for our files. Mahalo.	

Approved By:



(All purchases must be approved by two authorized persons. Authorized persons include Committee Chairmen, the President, the Vice-President, and the Treasurer.)

No payments will be made without the attachment of invoices, and the proper approvals.

Date Paid

JAN - 5 1982

Amount Paid

Check Number

68

Check Signer Initial



JERRY HAY, INC.
GENERAL INSURANCE

PIONEER PLAZA / 900 FORT STREET MALL, SUITE 710 / HONOLULU, HAWAII 96813 / PHONE (808) 521-1841

ACCOUNT NO.	COMPANY	CO. NO.	POLICY NUMBER	BILLING PERIOD	
	Triad			12/14/81	TO 12/14/82
DESCRIPTION		LINE	TRANS.	CHARGE	CREDIT
Liability Insurance - Renewal Premium		31		\$322.00	
Surplus Lines Tax		--		\$15.07	
				\$337.07	

- Polynesian Voyaging Society
M/A: P.O. Box 6037
Honolulu, HI 96818

Nº

INVOICE DATE

12/23/81 cvs

RENEWAL CERTIFICATE

Great Southwest Fire Insurance Company

9501 E. Shea Boulevard • Scottsdale, Arizona 85258
(602) 994-7700 • Telex 66 8402No. GL 77455
Policy Number

Insured's Name and Mailing Address

POLYNESIAN VOYAGING SOCIETY
M/A: P. O. BOX 6037
HONOLULU, HAWAII 9681812-14-81 12-14-82 1
INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.) YEARS~~XXXXXXXXXX~~TRIAD INSURANCE AGENCY, INC.
345 QUEEN STREET, SUITE #900
HONOLULU, HAWAII 96813

Agency No. 52800



In consideration of the renewal premium stated the above numbered policy is renewed for the period specified, subject to the terms and conditions thereof, except as otherwise specified herein.

4.68% SURPLUS LINES

ANNUAL PREMIUM	TAX	POLICY and/or INSPECTION FEE	TOTAL PAID
\$ 322.00	\$ 15.07	\$	\$337.07

☐ NO CHANGES FROM PREVIOUS TERM.☒ CHANGES ON ENDORSEMENT BELOW ARE APPLICABLE WITH ABOVE INCEPTION DATE.NEW RATES: BODILY INJURY - 15.52
PROPERTY DAMAGE - INCLUDEDFOR HOME OFFICE
USE ONLY

Limit/ Coverage	Class	Premium	Comm.		

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.

TRIAD INSURANCE AGENCY, INC.

By Michael J. CPCU
President
Authorized Agent

Countersigned: HONOLULU, HAWAII

Date: 12-17-81 kg

GSW102 (12-78) REVISED

ORIGINAL

Great Southwest Fire Insurance Company

9501 East Shea Boulevard — Scottsdale, Arizona 85258

Endorsement No. 1
ENDORSEMENT

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12-01 A.M.	NOON		
██████████	12	14	81	X		POLYNESIAN VOYAGING SOCIETY M/A: P. O. BOX 6037 HONOLULU, HAWAII 96818	██████████
AMOUNT OF INSURANCE	PERILS	OLD RATE		NEW RATE		ADDITIONAL PREMIUM	RETURN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INTENT OF THIS POLICY IS TO PROVIDE PREMISES LIABILITY TO GUESTS WHILE IN ATTENDANCE AT THAT PORTION OF THE PREMISES USED SOLELY BY THE NAMED INSURED FOR HIS OPERATIONS.

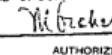
THE FOLLOWING PERSONS ARE NOT CONSIDERED GUESTS AND NOT AFFORDED COVERAGE UNDER THIS POLICY:

- 1) ANY PERSON DOING VOLUNTARY LABOR ON BEHALF OF THE NAMED INSURED.

WE HEREBY AGREE TO THE TERMS OF THIS EXCLUSION:


SIGNATURE OF INSURED OR REPRESENTATIVE

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.
TELEAD INSURANCE AGENCY, INC.

By  CPCU
President
AUTHORIZED REPRESENTATIVE

12-17-81 kg
- DATE

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW 70 (5-81)

BELOW IS FOR HOME OFFICE USE ONLY

80-81

March 16, 1981

Mr. Jorgen Hansen
Property Manager
State of Hawaii
Department of Transportation
Harbors Division
79 South Nimitz Highway
Honolulu, Hawaii 96813

Dear Mr. Hansen:

Enclosed is a copy of your letter dated February 19, 1981. I have submitted for your information a renewed certificate from Great Southwest Fire Insurance Company for subject insurance.

Should you have any questions, please call me.

Sincerely,

Anthony R. Guerrero, Jr.
Treasurer

ARC:df

Enclosure

cc: Michael Tongg, President

RENEWAL CERTIFICATE

Great Southwest Fire Insurance Company

9501 E. Shea Boulevard • Scottsdale, Arizona 85258
(602) 994-7700 • Telex 66 8402

No. GL 77455
Policy Number

Insured's Name and Mailing Address

POLYNESIAN VOYAGING SOCIETY
M/A: P. O. BOX 6037
HONOLULU, HAWAII 96818

12-14-80 12-14-81 1
INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.) YEARS

Agent of Insured

TRIAD INSURANCE AGENCY, INC.
SUITE 900, 345 QUEEN STREET
HONOLULU, HAWAII 96813

Agency No. 52800



In consideration of the renewal premium stated the above numbered policy is renewed for the period specified, subject to the terms and conditions thereof, except as otherwise specified herein.

4.68% SURPLUS

ANNUAL PREMIUM	TAX LINES	POLICY and/or INSPECTION FEE	TOTAL PAID
\$ 364.00	\$ 17.04	\$	\$ 381.04

☐ NO CHANGES FROM PREVIOUS TERM.

☒ CHANGES ON ENDORSEMENT BELOW ARE APPLICABLE WITH ABOVE INCEPTION DATE.

NEW RATES: BODILY INJURY: 17.487

PROPERTY DAMAGE: INCLUDED

FOR HOME OFFICE
USE ONLY

Limit/ Coverage	Class	Premium	Comm.		

Countersigned: HONOLULU, HAWAII

Date: 2/7/81 sdn
GSW192 (12-74) REVISED

ORIGINAL

This contract is a surplus line coverage under the insurance laws of the State of Hawaii.
TRIAD INSURANCE AGENCY INC.
By Michael K. Fushida LCP
President

Authorized Agent

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
79 So. Nimitz Highway, Honolulu, Hawaii 96813

February 19, 1981

HAR-PM 2589

Polynesian Voyaging Society
P. O. Box 6037
Honolulu, Hawaii 96818

Gentlemen:

Under the terms of Revocable Permit No. [REDACTED], you are required to submit an insurance policy, or a certificate in lieu thereof, as evidence of your required insurance coverage. In auditing our records, we find that:

- () No insurance policy or certificate has been received.
- (x) The term of your policy has expired.
- () Your insurance coverage is deficient in the following respect(s), as checked:
 - () The State of Hawaii is not named as an additional insured.
 - () A clause assuring that the insurer will give a 30-day prior written notice of any termination, cancellation or material change is not included.
 - () The limits of liability are inadequate. Please refer to your agreement for required coverage.

Please (1) submit the required evidence of insurance coverage or (2) have the(se) above-noted deficiency(ies) corrected and submit evidence of such correction(s) to this office within two weeks from the date of this letter. Should you have any questions, please contact me at [REDACTED].

Very truly yours,

Jorg Hansen

JORGEN HANSEN
Property Manager



JERRY HAY, INC.
GENERAL INSURANCE

PIONEER PLAZA / 900 FORT STREET MALL, SUITE 710 / HONOLULU, HAWAII 96813

ACCOUNT NO.		COMPANY	CO. NO.	POLICY NUMBER	BILLING PERIOD	
		TRIAD	814		12/14/80	TO 12/14/81
DESCRIPTION				LINE	TRANS.	CREDIT
LIABILITY INSURANCE - RENEWAL PREMIUM SURPLUS LINES TAX				31		\$364.00
				--		\$ 17.04
						<u>\$381.04</u>

POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HI 96818

Nº

INVOICE DATE

2/13/81cm

GREAT SOUTHWEST FIRE INSURANCE COMPANY

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

██████████

ENDORSEMENT EFFECTIVE
(STANDARD TIME)

MO.	DAY	YR.	1201 A.M.	NOON
12	14	80	X	

9501 EAST SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85258

INSURED

POLYNESIAN VOYAGING SOCIETY
M/A: P.O. BOX 6037
HONOLULU, HAWAII 96818

Endorsement No. 1
ENDORSEMENT

AGENCY AND CODE

██████████

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INTENT OF THIS POLICY IS TO PROVIDE PREMISES
LIABILITY TO GUESTS WHILE IN ATTENDANCE AT THAT PORTION OF THE PREMISES USED SOLELY BY
THE NAMED INSURED FOR HIS OPERATIONS.

THE FOLLOWING PERSONS ARE NOT CONSIDERED GUESTS AND NOT AFFORDED COVERAGE UNDER THIS
POLICY:

1) ANY PERSON DOING VOLUNTARY LABOR ON BEHALF OF THE NAMED INSURED.

WE HEREBY AGREE TO THE TERS OF THIS EXCLUSION:


SIGNATURE OF INSURED OR REPRESENTATIVE

This contract is a contract that complies with
the insurance laws of the State of Arizona.
TRIA Insurance Agency, Inc.
By Michael R. Brubaker President

AUTHORIZED REPRESENTATIVE

2/7/81 sm
DATE

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW 70 (9-77)

BELOW IS FOR HOME OFFICE USE ONLY

GL77455

DESCRIPTION		DATE	REF. NO.	AMOUNT	BALANCE
GENERAL LIABILI	GL77455	12-14	49121	381.04	381.04
GENERAL LIABILI	CGA103759	1-23	49189	127.00	127.00

PAST DUE BALANCE		MONTHLY RATE	ANNUAL RATE	STATEMENT AS OF	TOTAL BALANCE	AMOUNT NOW DUE
.00		1.50%	18.00%	2-20-81	508.04	508.04

ACCOUNT OF POLYNESIAN VOYAGING 290 336

JERRY HAY INC
KEEP THIS PART FOR YOUR RECORD

REQUEST FOR PAYMENT

VENDOR NAME Jerry Hay Inc.
900 Fort Street Mall
VENDOR ADDRESS #710
Honolulu, Hawaii 96813

<u>Description</u>	<u>Amount Due</u>
General Liability Insurance	508.04

Approved By:

(All purchases must be approved by two authorized persons. Authorized persons include Committee Chairmen, the President, the Vice-President, and the Treasurer.)

No payments will be made without the attachment of invoices, and the proper approvals.

Date Paid 3/18/81
Amount Paid
Check Number 35 Check Signer Initial

General and/or Automobile Liability Policy**ITEM 1. Named Insured, Address and Zip Code**

· POLYNESIAN VOYAGING SOCIETY
· M/A: P. O. BOX 6037
· HONOLULU, HAWAII 96818

JERRY HAY, INC.
ATTN: C. BUNDING
700 KALANIANA'OLA BLVD. #404
Honolulu, Hawaii 96813

GL**Agent of Insured, Address and Zip Code**

· TRIAD INSURANCE AGENCY, INC.
· SUITE 900, 345 QUEEN STREET
· HONOLULU, HAWAII 96813

Period: Mo/Dy/Yr
12-14-78
12-14-79

**GREAT SOUTHWEST FIRE INSURANCE COMPANY**

9501 E. SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85260

A Stock Company

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 EAST SHEA BOULEVARD • SCOTTSDALE, ARIZONA 85260

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

Supplementary Payments

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured

because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Definitions

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an

Insert Declarations Page (Part Two) and Coverage Schedule here so that top edge butts against fold of Contract. T permits policy number to appear through window.
 ATTACH ENDORSEMENTS, IF ANY, TO TOP BACK OF DECLARATIONS.

integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

Conditions

1. **Premium.** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon receipt thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit.** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the name and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost,

voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Subrogation.** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

9. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall

die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy.** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation.** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid

shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations.** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Walter M. Bjork
Secretary

Roland L. Wiegman
President

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

Nuclear Energy Liability Exclusion Endorsement--Broad Form

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK — It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement — Broad Form", printed above, does not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

General and/or Automobile Liability Policy

GREAT SOUTHWEST FIRE INSURANCE COMPANY

SCOTTSDALE, ARIZONA • A STOCK COMPANY

ITEM 1. Named Insured, Address and Zip Code

POLYNESIAN VOYAGING SOCIETY
M/A: P. O. BOX 6037
HONOLULU, HAWAII 96818

GL

NEW

Renewal of Number

Agent of Insured, Address and Zip Code

TRIAD INSURANCE AGENCY, INC.
SUITE 900, 345 QUEEN STREET
HONOLULU, HAWAII 96813

ITEM 2.

Policy Period: Mo/Dy/Yr
From 12-14-78
To 12-14-79

12:01 A.M., Standard Time at the address of the named insured as stated herein, unless sooner terminated by any termination of the primary insurance.

Agency No.

ITEM 3. The insurance afforded is only with respect to such of the following Coverage Part(s) as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated in the Coverage Part(s), subject to all the terms of this policy having reference thereto.

COVERAGE PART(S) ATTACHED TO THE POLICY - INSERT FORM NUMBER AND TITLE

ADVANCE PREMIUM

OWNERS', LANDLORDS' & TENANTS' LIAB. INSURANCE

\$ 352.00

4.68% SURPLUS LINES TAX: \$16.47

Endorsements (Identify by form numbers) No

If Policy Period more than one year and the premium is to be paid

in installments premium is payable. On effective date of policy \$

1st Anniversary \$

Total Advance Premium \$ 352.00

2nd Anniversary \$

Audit Period: Annual, unless otherwise stated.**

ITEM 4. Named Insured is (check one): ☐ Individual☐ Partnership☐ Joint Venture☒ Other

CORPORATION

ITEM 5. During the past three years no Insurer has cancelled insurance, issued to the named Insured, similar to that afforded hereunder unless otherwise stated herein.**

**Absence of an entry means "NO EXCEPTION".

IMPORTANT NOTICES TO POLICY HOLDER: (Please read carefully)

- A. Any misrepresentation or any concealment or fraud on the part of the insured which misrepresentation, concealment or fraud affects either the acceptance of the risk or the hazard assumed by the company shall render this policy void.
- B. Notice of all accidents or occurrences must immediately be given to Great Southwest Fire Insurance Company whether or not such accidents or occurrences appear likely to involve this policy.

GREAT SOUTHWEST



FIRE INSURANCE CO.

is a surplus line coverage under
the insurance laws of the State of Hawaii.

TRIAD INSURANCE AGENCY INC.

By Mahua K. Gubala CPCU

President

GSW 398(10-76)

Countersignature Date 1-3-79 lh

Countersigned by

Licensed Resident Agent

COVERAGE PART

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

L 6416
 (Ed. 1-73)

For attachment to Policy No. _____, to complete said policy.

ADDITIONAL DECLARATIONS

Location of insured premises (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

PIER 12, HONOLULU HARBOR, HONOLULU, HAWAII

Interest of named insured in insured premises (CHECK BELOW)

☐ OWNER ☒ GENERAL LESSEE ☐ TENANT ☐ Other _____

Part occupied by named insured (ENTER BELOW)

PART

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability each occurrence	Advance Premiums
A—Bodily Injury Liability	\$ PER GSW233	\$ 352.00
B—Property Damage Liability	\$ ATTACHED	\$ INCLUDED
Form numbers of endorsements attached at issue L9109		
	Total Advance Premium	\$ 352.00

General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations WHARF & WATERFRONT PROPERTY-FERRY DOCKS		A) 1,890	13.122	INCL.	320.00	INCLUDED
ADDITIONAL INSURED					32.00	
Escalators (Number at Premises)		Number Insured	Per Landing			
NOT COVERED						
Total Advance B.I. and P.D. Premiums					\$ 352.00	\$ INCLUDED

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the insured premises whether on paid admission tickets, complimentary tickets or passes.
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

(over)

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but with respect to bodily injury or property damage occurring while work performed by the named insured is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on the insured premises;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses, for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at the insured premises;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (q) to bodily injury or property damage arising out of operations on or from premises (other than the insured premises) owned by, rented to or controlled by the named insured, or to liability assumed by the insured under any contract or agreement relating to such premises;
- (r) to bodily injury or property damage arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the named insured.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means (1) the premises designated in the declarations, (2) premises alienated by the named insured (other than premises constructed for sale by the named insured), if possession has been relinquished to others, and (3) premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.



GREAT SOUTHWEST FIRE INSURANCE COMPANY

P.O. Box 1627, Mesa, Arizona 85201

ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED

AGENCY AND CODE

COMBINED SINGLE LIMIT OF LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE (CGA)
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

In consideration of the premium charged the Schedule is amended as follows:

COMBINED SINGLE LIMIT BASIS		
COVERAGES	LIMITS OF LIABILITY	
A & B. Bodily Injury Liability and Property Damage Liability.	\$ 300,000.00	each occurrence

The Limits of Liability provision of the Coverage Part is amended to read as follows:

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverages A and B - The limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of the Company's liability for all damages because of bodily injury or property damage as the result of any one occurrence, provided:

- (1) with respect to all damages caused by the handling or use of or the existence of any condition in goods or products manufactured, sold, handled or distributed by the insured, such limit of liability shall be the total limit of the Company's liability during each annual policy period;
- (2) with respect to all damages arising out of property damage, such limit of liability shall be the total of the Company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

Coverages A and B - For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

GSW 233 (10-75)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

G 109

L 9109
(Ed. 7-66)

ADDITIONAL INSURED
(Premises Leased to the Named Insured)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE**

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

This contract is a surplus line coverage under the insurance laws of the State of Hawaii.

TRIAD INSURANCE AGENCY INC.

By Muhai K. Gubala, L.C.P.C.U.

President
Authorized Representative

SCHEDULE

Premiums		Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)
Bodily Injury Liability	Property Damage Liability		
(AS CHARGED)		PIER 12, HONOLULU HARBOR HONOLULU, HAWAII	STATE OF HAWAII, DEPT. OF TRANSPORTATION, LESSOR HARBORS DIVISION 79 SO. NIMITZ HWY., HON., HI

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated above, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated above leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated above.

AUTHENTIC
The Hawaii Department of Insurance

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 EAST SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85252

ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED

AGENCY AND CODE

DEDUCTIBLE LIABILITY INSURANCE PROPERTY DAMAGE

Amount of Deductible: \$ 250.00 Per claim

IT IS AGREED THAT:

1. The company's obligation under the Property Damage Liability Coverage to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated above. Such deductible amount includes all legal and adjusting expenses.
2. The deductible amount applies to all property damage sustained by one person or organization, as the result of any one occurrence.
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the insured's duties in the event of an occurrence apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the named insured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

Enter below any limitations on the application of this endorsement (if no limitation is entered, the deductible applies to all losses however caused).

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.
TRIAD INSURANCE AGENCY INC.
By Michael R. Gubala - CPCU
President

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW-404 (2-77)

AUTHORIZED REPRESENTATIVE

DATE

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 E. SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85260

ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED

AGENCY AND CODE

Riot and Civil Commotion Exclusion

It shall be understood that this Company shall not be liable for loss by riot, riot attending a strike, or civil commotion, any Uniform, Standard or other forms notwithstanding.

GSW 41 (10-75)

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.
TRIAD INSURANCE AGENCY INC.
By Michael R. Gubish President

AUTHORIZED REPRESENTATIVE

DATE

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 EAST SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85252

ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED

AGENCY AND CODE

Assault and Battery Exclusion

It is hereby understood and agreed that no coverage shall apply under this policy for any claim, demand or suit based on assault and battery, and assault and battery shall not be deemed an accident, whether or not committed by or at the direction of the insured.

GSW 44 (7-75)

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.
TRIAD INSURANCE AGENCY INC.
By Michael R. Buehler CPCU
President

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 East Shea Boulevard
Scottsdale, Arizona 85260

ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED

AGENCY AND CODE

CLASSIFICATION LIMITATION ENDORSEMENT

It is hereby understood and agreed that coverage as provided by this policy applies only to those operations as described under the Description of Hazards section of the applicable coverage part described in Item 3. of form GSW 398.

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.

TRIAD INSURANCE AGENCY INC.

By Michael R. Grech PCU
President

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW 295 (1-74)

AUTHORIZED REPRESENTATIVE

DATE

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 East Shea Boulevard
Scottsdale, Arizona 85252

ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED

AGENCY AND CODE

EXCLUSION — PUNITIVE OR EXEMPLARY DAMAGE

It is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages. If a suit shall have been brought against the Insured for claim falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the company will afford a defense to such action. The company shall not have an obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.
TRIAD INSURANCE AGENCY INC.
By Michael K. Pugh CPCU
President

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

GENERAL LIABILITY-AUTOMOBILE

Policy Number CGA 10 09 9

- ☒ HAWAIIAN INSURANCE & GUARANTY COMPANY, LTD.
☐ UNITED NATIONAL INSURANCE COMPANY, LTD. (UNICO)

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

Item 2. Policy Period: (Mo. Day Yr.)

From 01/23/78 to 01/23/79
12:01 A.M., standard time at the address of the named insured as stated herein.

CLIENT NO.

PRODUCER JERRY HAY, INC.

PRODUCER NO. 522-522

PREVIOUS POLICY NO. HGA 114760

The named insured is:

☐ Individual ☐ Partnership☒ Corporation☐ Joint Venture☐ Other:

NON-PROFIT

Business of the named insured is: (Enter below)

Audit Period: Annual, unless otherwise stated. (Enter below)

POLYNESIAN NAVIGATION RESEARCH

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Coverage Part(s)	Coverage Part No(s).	Advance Premiums	Coverage Part(s)	Coverage Part No(s).	Advance Premiums
Automobile Medical Payments Insurance		\$	Hospital Professional Liability Insurance		\$
Automobile Physical Damage Insurance (Dealers)		\$	Manufacturers' and Contractors' Liability Insurance		\$
Automobile Physical Damage Insurance (Fleet Automatic)		\$	Owner's and Contractor's Protective Liability Insurance		\$
Automobile Physical Damage Insurance (Non-Fleet)		\$	Owners', Landlords' and Tenants' Liability Insurance		\$
Basic Automobile Liability Insurance		\$	Personal Injury Liability Insurance	19288	\$ 37.00
Completed Operations and Products Liability Insurance		\$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		\$
Comprehensive Automobile Liability Insurance		\$	Premises Medical Payments Insurance		\$
Comprehensive General Liability Insurance	16395a	\$ 57.00	Special Protective and Highway Liability Insurance New York Department of Transportation		\$
Comprehensive Personal Insurance		\$	Storekeeper's Insurance		\$
Contractual Liability Insurance		\$	Uninsured Motorists Insurance		\$
Druggists' Liability Insurance		\$			
Elevator Collision Insurance		\$			
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		\$			
Farmer's Comprehensive Personal Insurance		\$			
Farmer's Medical Payments Insurance		\$			
Garage Insurance		\$			
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue: 9141(7/66), 19100(7/66), 19139(7/66), 19193(7/66), HG1003(4/70)			Total Advance Premium for this policy. \$ 94.00		

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary

\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Countersigned: HONOLULU, HAWAII 01/09/78aa

*Not applicable in Texas

By

Authorized Representative

RECEIVED SEP 27 1978

H-1050-D (9/76)

Ptd. in U.S.A.

GENERAL AGENT'S COPY

DOCUMENTS CAPTURED AS RECEIVED

No. CGA 10 09 94

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. [REDACTED] to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured. (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

SEE BELOW

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A-Bodily Injury Liability	\$ 300,000.00	\$ 300,000.00	\$ 41.00
B-Property Damage Liability	\$ 25,000.00	\$ 25,000.00	\$ 16.00
Form numbers of endorsements attached at issue			
Total Advance Premium \$ 57.00 (INCL.)			

Description of Hazards		Code No.	Premium Bases	Rates		Advance Premiums	
				B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations							
<u>KAPALAMA SHIP YARDS-HONOLULU, HAWAII</u>							
CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR SOCIAL NO BUILDING OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING COMPLETED OPERATIONS			53-86415	F) 200	.206	.033	41.00
							16.00 MINIMUM
			F) PER MEMBER				
			(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)			Number Insured	Per Landing			
Independent Contractors			Cost	Per \$100 of Cost			
Completed Operations			(a) Receipts	(a) Per \$1,000 of Receipts			
INCLUDED IN CLASSIFICATION							
Products			(b) Sales	(b) Per \$1,000 of Sales			
EXCLUDED							
Total Advance B.I. and P.D. Premiums \$				41.00	\$	16.00	

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

DOCUMENT IS CAPTURED AS RECEIVED

7. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;
 but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,
 if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
 but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
 but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than the insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law:
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
 provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

END. #2

LIABILITY

G 610

L 9193
(Ed. 7-66)

PRODUCTS HAZARD EXCEPTIONS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective _____, forms a part of policy No. _____

(12:01 A. M., standard time)

issued to _____

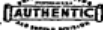
by _____

Authorized Representative _____

Description of Premises and Operations:

CODE _____

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

END. #1

LIABILITY

G 302

L 9139
(Ed. 7-66)EXCLUSION
(Athletic Participants)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective _____, forms a part of policy No. _____

(12:01 A. M., standard time)

issued to _____

by _____

Authorized Representative _____

Description of Operations:

CODE _____

It is agreed that with respect to operations described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.



For attachment to Policy No. _____, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	300	thousand dollars aggregate —0— % Insured's Participation
The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.		
Groups of Offenses		Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution		\$ INCL.
B. Libel, Slander, Defamation or Violation of Right of Privacy		\$ INCL.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		\$ INCL.
Form numbers of endorsements attached at issue		
		\$
		Total Advance Premium \$ 37.00 (INCL.)
		Minimum Premium \$ 37.00

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- (d) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

- (e) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



END. #3

ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY DOES
NOT APPLY TO ANY CLAIMS ON ACCOUNT OF INJURY TO ANY PERSON
WHILE PRACTICING FOR OR PARTICIPATING IN ANY CONTEST.

PREMIUM		
No Chg.	Additional	Return

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits or conditions of the policy, except as hereinabove set

- ☐ THE HAWAIIAN INSURANCE &
GUARANTY CO., LTD.
- ☐ UNITED NATIONAL INSURANCE
CO., LTD. (UNICO)
- ☐ _____

Countersigned by

Authorized Representative

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUE

CGA 100994

Policy No.

Effective Date

Insured

SET TAB STOPS AT ARROWS



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

JERRY HAY, INC.
700 BISHOP ST., SUITE 404
HONOLULU, HI 96813

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** GREAT SOUTHWEST FIRE INS. COMPANYCOMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HI 96813

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	[REDACTED]	12/14/79	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300.	\$ 300.
	<input type="checkbox"/> CONTRACTUAL INSURANCE			PD DEDUCTIBLE \$250.		
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE			PERSONAL INJURY	\$	
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	<input checked="" type="checkbox"/> MANUFACTURERS & CONTRACTORS LIABILITY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

LOCATION: **PIER 12, HONOLULU HARBOR**ADDITIONAL INSURED: **STATE OF HAWAII, DEPT. OF TRANSPORTATION**

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~impose a~~ mail 30 days written notice to the below named certificate holder, ~~but the policy~~ mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

**STATE OF HAWAII, DEPT. OF
TRANSPORTATION, HARBORS DIVISION
79 SO. NIMITZ HWY.
HONOLULU, HAWAII 96813
ATTN: DALE SUZUKI**

DATE ISSUED:

1/19/79 JH:cm**JERRY HAY, INC.**

AUTHORIZED REPRESENTATIVE

December 4, 1978

A. Spoke to Jay Perry regarding insurance - cost will be \$250.00 for new policy. It will cover Hokule'a at Pier 12 with State of Hawaii as additional insured.

B. Called Anthony to write out check

C. Called Dale Suzuki w/ Harbors Division, that he should be receiving his copy soon.

Harbors - Dale [REDACTED]

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 EAST SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85260

Endorsement No. #2
ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED

AGENCY AND CODE

POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INTENT OF THIS POLICY IS TO PROVIDE PREMISES LIABILITY TO GUESTS WHILE IN ATTENDANCE AT THAT PORTION OF THE PREMISES USED SOLELY BY THE NAMED INSURED FOR HIS OPERATIONS.

THE FOLLOWING PERSONS ARE NOT CONSIDERED GUESTS AND NOT AFFORDED COVERAGE UNDER THIS POLICY:

- 1) ANY PERSON DOING VOLUNTARY LABOR ON BEHALF OF THE NAMED INSURED.

WE HEREBY AGREE TO THE TERMS OF THIS EXCLUSION:

This contract is a surplus line coverage
under the laws of the State of Hawaii
TRIAD INSURANCE CO., INC.

SIGNATURE OF INSURED OR REPRESENTATIVE
Michael A. Tongg
President - P.V.S.

By *Michael A. Tongg* CPCU
President

5/22/79 AD

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW 70 (4-77)

AUTHORIZED REPRESENTATIVE

DATE

BELOW IS FOR HOME OFFICE USE ONLY



JERRY HAY, INC.
GENERAL INSURANCE

PIONEER PLAZA / 900 FORT STREET MALL, SUITE 710 / HONOLULU, HAWAII 96813 / PHONE (808) 521-1841

ACCOUNT NO. [REDACTED]	COMPANY HIC	CO. NO. [REDACTED]	POLICY NUMBER [REDACTED]	BILLING PERIOD 1/23/82 TO 1/23/83	
DESCRIPTION GENERAL LIABILITY INSURANCE POLICY - RENEWAL			LINE 31	TRANS.	CHARGE 150.00
					CREDIT

POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HAWAII 96818

Nº

INVOICE DATE

3/3/82 th

REQUEST FOR PAYMENT

VENDOR NAME

Jerry Hay Inc.

VENDOR ADDRESS

Pioneer Plaza
900 Fort Street Mall, Suite 710
Honolulu, Hawaii 96813

<u>Description</u>	<u>Amount Due</u>
General Liability Insurance - Bishop Museum 1/23/82 - 1/23/83 CGA 12 41 15	150.00
<i>liability for premises - P&G 1/23/82</i>	

Approved By: _____

(All purchases must be approved by two authorized persons. Authorized persons include Committee Chairmen, the President, the Vice-President, and the Treasurer.)

No payments will be made without the attachment of invoices, and the proper approvals.

Date Paid

3/19/82

Amount Paid

Check Number

57

Check Signer Initial

General Liability • Automobile Policy

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HAWAII 96818

Item 2. Policy Period: (Mo. Day Yr.)
from 01/23/82 to 01/23/83
12:01 A.M., standard time at the address of the named insured as stated here

Policy Provisions • Part A



The Company does hereby agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**collapse hazard**" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"**completed operations hazard**" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the named insured and after

physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

CONDITIONS

1. **Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period for part thereof terminating with the end of the policy period designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit:** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws:** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

7. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Insert Part B here so that top edge butts against above fold to permit policy number, Insured's name and address on Part B to appear through window.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be

effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.


If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



Secretary



President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties** of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any **property** thereof.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means source material, special nuclear material or by-product material;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

Part B—General Liability-Automotive Policy-Declarations

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY "X" IN APPROPRIATE BOX
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

- ☒ HAWAIIAN INSURANCE & GUARANTY COMPANY, LTD.
☐ UNITED NATIONAL INSURANCE COMPANY, LTD. (UNICO)

No. CGA [REDACTED]

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HAWAII 96818

Item 2. Policy Period: (Mo. Day Yr.)

From 01/23/82 to 01/23/83

12:01 A.M., standard time at the address of the named insured as stated herein.

**hawaiian
insurance
companies**

HEAD OFFICE • HONOLULU, HAWAII

CLIENT NO.

PRODUCER JERRY HAY, INC.

PRODUCER NO. 522-522

PREVIOUS POLICY NO. CGA 103759

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation

☐ Joint Venture ☐ Other: _____

Business of the named insured is: (ENTER BELOW)

POLYNESIAN NAVIGATION RESEARCH

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charge(s).

Coverage Part(s)	Coverage Part No(s)	Advance Premiums	Coverage Part(s)	Coverage Part No(s)	Advance Premiums
Automobile Medical Payments Insurance		\$	Hospital Professional Liability Insurance		\$
Automobile Physical Damage Insurance (Dealers)		\$	Manufacturers' and Contractors' Liability Insurance		\$
Automobile Physical Damage Insurance (Fleet Automatic)		\$	Owner's and Contractor's Protective Liability Insurance		\$
Automobile Physical Damage Insurance (Non-Fleet)		\$	Owners', Landlords' and Tenants' Liability Insurance		\$
Basic Automobile Liability Insurance		\$	Personal Injury Liability Insurance	[REDACTED]	\$ 37.00
Completed Operations and Products Liability Insurance		\$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		\$
Comprehensive Automobile Liability Insurance		\$	Premises Medical Payments Insurance		\$
Comprehensive General Liability Insurance	[REDACTED]	\$ 113.00	Special Protective and Highway Liability Insurance New York Department of Transportation		\$
Comprehensive Personal Insurance		\$	Storekeeper's Insurance		\$
Contractual Liability Insurance		\$	Uninsured Motorists Insurance		\$
Druggists' Liability Insurance		\$			\$
Elevator Collision Insurance		\$			\$
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		\$			\$
Farmer's Comprehensive Personal Insurance		\$			\$
Farmer's Medical Payments Insurance		\$			\$
Garage Insurance		\$			\$
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue	[REDACTED]				\$
					Total Advance Premium for this policy. \$ 150.00

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary
\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: HONOLULU, HAWAII 02/24/82 gc

*Not applicable in Texas

JERRY HAY, INC.

Jerry Hay
Vice President

By

Authorized Representative

THIS PART B, WITH "POLICY PROVISIONS—PART A", COVERAGE PART(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

H-1050-D (9/76)

Ptd. in U.S.A.

COVERAGE PART

L 6395a
(Ed. 1-73)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. [REDACTED], to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

SEE BELOW

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	\$ 300,000.	\$ NIL	\$ 88.00
B—Property Damage Liability	\$ 25,000.	\$ NIL	\$ 25.00
Form numbers of endorsements attached at issue			\$
			Total Advance Premium \$ 113.00 (INCL.)

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations <u>BISHOP MUSEUM</u> <u>HONOLULU, HAWAII</u> CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR SOCIAL - NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING COMPLETED OPERATIONS		f) 200	.441	.033	88.00	25.00 MINIMUM
		f) PER MEMBER				
		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number Insured	Per Landing			
Independent Contractors NONE, IF ANY, TO BE DETERMINED		Cost	Per \$100 of Cost			
Completed Operations EXCLUDED		(a) Receipts	(a) Per \$1,000 of Receipts			
Products EXCLUDED		(b) Sales	(b) Per \$1,000 of Sales			
			Total Advance B.I. and P.D. Premiums		\$ 88.00	\$ 25.00

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

(over)

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
 - (1) property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

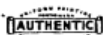
- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.



(The Attaching Clause need be compl. Only when this endorsement is issued subsequent to preparati the policy.)

LIABILITY

GL 21 04 (Ed. 07 66)
G 304

L 9141
(Ed. 7-66)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by

SERRY HAY INC.
Taylor W. Perry
Vice President

Authorized Representative

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

G 101

L 9100
(Ed. 7-66)

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

SERRY HAY INC.
Taylor W. Perry
Vice President

Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.

AUTHENTIC

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

END. #1

LIABILITY

G 302

L 9139
(Ed. 7-66)

EXCLUSION
(Athletic Participants)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time), forms a part of policy No.

issued to

by

DEERY & SONS
Taylor W. Deery
Vice President

Authorized Representative

Description of Operations:

CODE: 314-86415

It is agreed that with respect to operations described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.





END. #2
GL 99 05
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

JERRY HAY INC.

Countersigned by

Taylor W. Perry
Vice President
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

PRODUCTS HAZARD EXCEPTIONS

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

Description of Premises and Operations:

CODE: 314-86415

GL 99 05 07 66

COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288
(Ed. 1-73)

For attachment to Policy No. _____, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	300	thousand dollars aggregate —0— % Insured's Participation
The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.		
Groups of Offenses		Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution		\$ INCL.
B. Libel, Slander, Defamation or Violation of Right of Privacy		\$ INCL.
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		\$ INCL.
Form numbers of endorsements attached at issue		\$
		Total Advance Premium \$ 37.00 (INCL.)
		Minimum Premium \$ 37.00

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

- Group A—false arrest, detention or imprisonment, or malicious prosecution;
- Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement;
- to personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

- to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY DOES
NOT APPLY TO ANY CLAIMS ON ACCOUNT OF INJURY TO ANY PERSON
WHILE PRACTICING FOR OR PARTICIPATING IN ANY CONTEST.

PREMIUM		
No Chg.	Additional	Return

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits or conditions of the policy, except as hereinabove set forth.

- ☒ THE HAWAIIAN INSURANCE &
GUARANTY CO., LTD.
☐ UNITED NATIONAL INSURANCE
CO., LTD. (UNICO)
☐

Countersigned by

38007 MAY, INC.
Taylor B. Bump
Vice President

Authorized Representative

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

Policy No.

Effective Date

Insured



JERRY HAY, INC.
GENERAL INSURANCE

PIONEER PLAZA / 900 FORT STREET MALL, SUITE 710 / HONOLULU, HAWAII 96813

ACCOUNT NO.	COMPANY	CO. NO. / POLICY NUMBER	BILLING PERIOD		
	HIG		1/23/81	TO 1/23/82	
DESCRIPTION		LINE	TRANS.	CHARGE	CREDIT
GENERAL LIABILITY INSURANCE- RENEWAL PREMIUM		31		\$127.00	

• POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HI 96818

Nº

INVOICE DATE

2/19/81cm

INVOICE



JERRY HAY, INC.
GENERAL INSURANCE

PIONEER PLAZA / 900 FORT STREET MALL, SUITE 710 / HONOLULU, HAWAII 96813

ACCOUNT NO. [REDACTED]	COMPANY HIG	CO. NO. / POLICY NUMBER [REDACTED]	BILLING PERIOD 1/23/81 TO 1/23/82	
DESCRIPTION		LINE	TRANS.	CHARGE CREDIT
GENERAL LIABILITY INSURANCE- RENEWAL PREMIUM		31		\$127.00

POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HI 96818

Nº [REDACTED]

INVOICE DATE

2/19/81cm

REMITTANCE COPY

RETAIN WITH YOUR POLICY

CONTINUATION CERTIFICATE FOR POLICY NO. :

HAWAIIAN INSURANCE COMPANIES

- ☒ HAWAIIAN INSURANCE & Guaranty Company, Ltd.
☐ UNITED NATIONAL Insurance Company, Ltd. (UNICO)



JERRY HAY, INC.

IMPORTANT

IF YOU HAVE ANY
CHANGES NOT RE-
PORTED TO YOUR
AGENT.....
PLEASE DO SO
IMMEDIATELY.

In consideration of the payment of the Renewal Premium, computed in accordance with schedule(s) attached, this Certificate renews the Policy indicated above:

This Certificate is not valid unless countersigned by an Authorized Representative of the Company.

Named Insured and Address: POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HAWAII 96818

CERTIFICATE EFFECTIVE:

FROM: 1-23-81

TO: 1-23-82

CLIENT NO.

AGENT CODE

12:01 AM standard time at the address of the named insured as stated herein

- ☒ **GENERAL LIABILITY POLICY** — See Schedule of Exposures attached.
☐ **WORKERS' COMPENSATION POLICY** — See Classification of Operations attached
☐ PARTICIPATING ☐ NON PARTICIPATING

TOTAL PREPAID RENEWAL PREMIUM: \$ 127.00

Forms and Endorsements are as stated in the policy, exceptions if any:

This Certificate shall be attached to and is made a part of said policy but nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of said policy or any endorsement other than as stated herein.

COUNTERSIGNED: HONOLULU, HAWAII 2-17-81 RSB BY:

JERRY HAY, INC.
[Signature]
Vice President

AUTHORIZED REPRESENTATIVE

Orig: Insured; White: Memo Copy; Green: H.O.; Pink: Audit; Gldrd: Gen Agt/Branch; Gold: Agent
H-1061 (1/78)

HAWAIIAN INSURANCE COMPANIES

GENERAL LIABILITY RENEWAL CERTIFICATE - Schedule of Exposures

The following is a schedule of exposures and premium charges applicable for the policy period from 1-23-81 to 1-23-82.

DESCRIPTION OF HAZARDS	Code No.	Premium Bases	RATES		ADVANCE PREMIUMS	
			B. I.	P. D.	Bodily Injury	Property Damage
PREMISES — OPERATIONS (Include hereunder Comprehensive Personal, Farmer's Comprehensive Personal and Storekeepers Liability.) 314-86415		F) 200	.265	.028	74.00	16.00 MIN
		F) PER MEMBER (a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts (e) Per Unit			
ESCALATORS (Number at Premises)		Number Insured	Per Landing			
INDEPENDENT CONTRACTORS		Cost	Per \$100 of Cost			
COMPLETED OPERATIONS EXCLUDED		(a) Receipts	(a) Per \$1,000 of Receipts			
PRODUCTS EXCLUDED		(b) Sales	(b) Per \$1,000 of Sales			
Contractual Liability Insurance as per coverage part attached NOT COVERED		Exposure	Rates			
Personal Injury Insurance as per coverage part attached					37.00	
Premises Medical Payments as per coverage part attached NOT COVERED						
SUB TOTALS					111.00	16.00
TOTAL PREMIUM					\$ 127.00	

General Liability • Automobile Policy

No. CGA

m 1. Named Insured and Address: (No., Street, Town or City, County, State)

POLYNESIAN VOYAGING SOCIETY

P. O. BOX 6037

HONOLULU, HAWAII 96818

m 2. Policy Period: (Mo. Day Yr.)

m 01-23-79 to 01-23-80

12:01 A.M., standard time at the address of the named insured as stated here

Policy Provisions • Part A



hawaiian insurance companies

HEAD OFFICE • HONOLULU, HAWAII

JERRY HAY, INC.
AMFAC BUILDING
700 Bishop St., 404
Honolulu, Hawaii 96813

The Company does hereby agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"**automobile**" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"**bodily injury**" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the insured under an incidental contract;

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The explosion hazard does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the insured under an incidental contract;

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"**insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**named insured**" means the person or organization named in Item 1. of the declarations of this policy;

"**named insured's products**" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the named insured and after

physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.



4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Insert Part B here so that top edge butts against above fold to permit policy number, Insured's name and address on Part B to appear through window.

Attach Coverage Part(s) and Endorsement(s) (If Any) Here

8. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. **Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy:** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. **Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be

effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

R. J. Hoyer
Secretary

James B. Ak
President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion Endorsement (Broad Form)" does not apply to Automobile Liability Insurance in New York.

Part B—General Liability-Automotive Policy-Declarations

COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY "X" IN APPROPRIATE BOX
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

- ☒ HAWAIIAN INSURANCE & GUARANTY COMPANY, LTD.
☐ UNITED NATIONAL INSURANCE COMPANY, LTD. (UNICO)

No. CGA [REDACTED]

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

Item 2. Policy Period: (Mo. Day Yr.)

From 01-23-79 to 01-23-80
12:01 A.M., standard time at the address of the named insured as stated herein.

**hawaiian
insurance
companies**

HEAD OFFICE • HONOLULU, HAWAII

CLIENT NO.

PRODUCER JERRY HAY, INC.

PRODUCER NO. [REDACTED]

PREVIOUS POLICY NO. [REDACTED]

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation

☐ Joint Venture

☐ Other: _____

Business of the named insured is: (ENTER BELOW)

POLYNESIAN NAVIGATION RESEARCH

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charges.

Coverage Part(s)	Coverage Part No(s)	Advance Premiums	Coverage Part(s)	Coverage Part No(s)	Advance Premiums
Automobile Medical Payments Insurance		\$	Hospital Professional Liability Insurance		\$
Automobile Physical Damage Insurance (Dealers)		\$	Manufacturers' and Contractors' Liability Insurance		\$
Automobile Physical Damage Insurance (Fleet Automatic)		\$	Owner's and Contractor's Protective Liability Insurance		\$
Automobile Physical Damage Insurance (Non-Fleet)		\$	Owners', Landlords' and Tenants' Liability Insurance		\$
Basic Automobile Liability Insurance		\$	Personal Injury Liability Insurance	[REDACTED]	\$ 37.00
Completed Operations and Products Liability Insurance		\$	Physicians', Surgeons' and Dentists' Professional Liability Insurance		\$
Comprehensive Automobile Liability Insurance		\$	Premises Medical Payments Insurance		\$
Comprehensive General Liability Insurance	[REDACTED]	\$ 69.00	Special Protective and Highway Liability Insurance New York Department of Transportation		\$
Comprehensive Personal Insurance		\$	Storekeeper's Insurance		\$
Contractual Liability Insurance		\$	Uninsured Motorists Insurance		\$
Druggists' Liability Insurance		\$			\$
Elevator Collision Insurance		\$			\$
Farm Employers' Liability and Farm Employees' Medical Payments Insurance		\$			\$
Farmer's Comprehensive Personal Insurance		\$			\$
Farmer's Medical Payments Insurance		\$			\$
Garage Insurance		\$			\$
Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue L9141(7/66), L9101(7/66), L9100(7/66), L9139(7/66), L9193(7/66), HG1003(4/70)					
Total Advance Premium for this policy.					\$ 106.00

* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date 1st Anniversary 2nd Anniversary
\$ \$ \$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned: HONOLULU, HAWAII [REDACTED]

*Not applicable in Texas

JERRY HAY, INC.

[Signature]
Vice President

By _____

Authorized Representative

THIS PART B, WITH "POLICY PROVISIONS—PART A", COVERAGE PART(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY

H-1050-D (9/76)

Ptd. in U.S.A.

COVERAGE PART

COMPREHENSIVE GENERAL LIABILITY INSURANCE

L 6395a
(Ed. 1-73)

For attachment to Policy No. [REDACTED] to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

SEE BELOW

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other _____

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	\$ 300,000.00	\$ NIL	\$ 53.00
B—Property Damage Liability	\$ 25,000.00	\$ 25,000.00	\$ 16.00
Form numbers of endorsements attached at issue			\$
Total Advance Premium \$			69.00 (INCL.)

General Liability Hazards						
Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations BISHOP MUSEUM HONOLULU, HAWAII CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR SOCIAL NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING COMPLETED OPERATIONS [REDACTED]		F) 200	.265	.033	53.00	16.00 MINIMUM
		F) PER MEMBER (a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts (e) Per Unit (f) Per 100 Admissions			
Escalators (Number at Premises)		Number insured	Per Landing			
Independent Contractors		Cost	Per \$100 of Cost			
Completed Operations EXCLUDED		(a) Receipts	(a) Per \$1,000 of Receipts			
Products EXCLUDED		(b) Sales	(b) Per \$1,000 of Sales			
Total Advance B.I. and P.D. Premiums \$					53.00	16.00

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or
B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured; or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured; or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the insured under an incidental contract; or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the insured;
 - (2) property used by the insured; or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment; and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment; or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence". Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations; but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

6 304

L 9141
(Ed. 7-66)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)
issued to _____
by _____

JERRY HAY, INC.
Taylor B. Smith
Vice President

Authorized Representative

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

8 101

L 9101
(Ed. 7-66)

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)
(Separately Classified and Rated Activities or Premises)

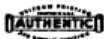
This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)
issued to _____
by _____

JERRY HAY, INC.
Jay H. Hay
Vice President

Authorized Representative

It is agreed that the "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

G 101

L 9100
(Ed. 7-66)

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective _____, forms a part of policy No. _____
(12:01 A. M., standard time)
issued to _____
by _____

JERRY HAY, INC.

Ray W. Perry
Vice President

Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.

AUTHENTIC
THE BUREAU OF INSURANCE

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.) **END. #1**

LIABILITY

G 302

L 9139
(Ed. 7-66)

EXCLUSION -
(Athletic Participants)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time) , forms a part of policy No. [REDACTED]

issued to

by

FERRY HAY INC.

Authorized Representative [Signature]

Description of Operations:

CODE [REDACTED]

It is agreed that with respect to operations described above or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.



(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

END. #2

LIABILITY

G 610

L 9193
(Ed. 7-66)

PRODUCTS HAZARD EXCEPTIONS

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No. [REDACTED]

issued to

by

JERRY HAY INC.
Taylor B. Hay
Vice President

Authorized Representative

Description of Premises and Operations:

CODE [REDACTED]

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.



COVERAGE PART

PERSONAL INJURY LIABILITY INSURANCE

L 9288
(Ed. 1-73)

For attachment to Policy No. _____, to complete said policy.

SCHEDULE

Coverage	Limits of Liability	
P—Personal Injury Liability	300	thousand dollars aggregate —0— % Insured's Participation
The insurance afforded is only with respect to personal injury arising out of an offense included within such of the following groups of offenses as are indicated by specific premium charge or charges.		
Groups of Offenses		Advance Premiums
A. False Arrest, Detention or Imprisonment, or Malicious Prosecution		\$ 37.00
B. Libel, Slander, Defamation or Violation of Right of Privacy		\$
C. Wrongful Entry or Eviction or Other Invasion of Right of Private Occupancy		\$
Form numbers of endorsements attached at issue		\$
		Total Advance Premium \$ 37.00 (INCL.)
		Minimum Premium \$ 37.00

I. COVERAGE P—PERSONAL INJURY LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury (herein called "personal injury") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named insured's business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such personal injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- to liability assumed by the insured under any contract or agreement;
- to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- to personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the named insured;
- to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;

- to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY; INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain personal injury, or (3) claims made or suits brought on account of personal injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of personal injury liability stated in the schedule as "aggregate".

If a participation percentage is stated in the schedule for the insured, the company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the named insured shall promptly reimburse the company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY DOES
NOT APPLY TO ANY CLAIMS ON ACCOUNT OF INJURY TO ANY PERSON
WHILE PRACTICING FOR OR PARTICIPATING IN ANY CONTEST.

PREMIUM		
No Chg.	Additional	Return

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits or conditions of the policy, except as hereinabove set forth.

☒ THE HAWAIIAN INSURANCE &
GUARANTY CO., LTD.

☐ UNITED NATIONAL INSURANCE
CO., LTD. (UNICO)

☐

Countersigned by

JERRY HAY, INC.
[Signature]
Vice President

Authorized Representative

THE FOLLOWING SPACES MUST BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

Policy No. _____ Effective Date _____ Insured _____



JERRY HAY, INC.
GENERAL INSURANCE

AMFAC BUILDING / 700 BISHOP STREET, SUITE 404 / HONOLULU, HAWAII 96813

ACCOUNT NO.		COMPANY	CO. NO.	POLICY NUMBER	BILLING PERIOD	
		TRIAD			12/14/79	12/14/80
DESCRIPTION			LINE	TRANS.	CHARGE	CREDIT
LIABILITY INSURANCE - RENEWAL			41		352.00	
SURPLUS LINES TAX			--		16.47	
INSPECTION FEE			--		30.00	
PREMIUM TOTAL			41		398.47	

• POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HI 96818

No

INVOICE DATE

1/8/80 st

RENEWAL CERTIFICATE

GREAT SOUTHWEST FIRE INSURANCE CO.

9501 E. Shea Boulevard • Scottsdale, Arizona 85252
(602) 994-7700 Telex 66 8402

No. GL 77455
Policy Number

Insured's Name and Mailing Address

POLYNESIAN VOYAGING SOCIETY
M/A: P. O. BOX 6037
HONOLULU, HAWAII 96818

12-14-79 12-14-80 1
INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.) YEARS

Agent of Insured

TRIAD INSURANCE AGENCY, INC.
345 QUEEN STREET, SUITE 900
HONOLULU, HAWAII 96813

Agency No. 52800



In consideration of the renewal premium stated the above numbered policy is renewed for the period specified, subject to the terms and conditions thereof, except as otherwise specified herein.

ANNUAL PREMIUM	4.68% SURPLUS LINES TAX	POLICY and/or INSPECTION FEE	TOTAL PAID
\$ 352.00	\$ 16.47	\$ 30.00	\$ 398.47

☒ NO CHANGES FROM PREVIOUS TERM.☐ CHANGES ON ENDORSEMENT BELOW ARE APPLICABLE WITH ABOVE INCEPTION DATE.

FOR HOME OFFICE
USE ONLY

Limit/ Coverage	Class	Premium	Comm.		

Countersigned: HONOLULU, HAWAII

Date: 1-3-80 LH

GSW192 (12-76) REVISED

ORIGINAL

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.
TRIAD INSURANCE AGENCY, INC.

By M. Grubbs CPCU
President

Authorized Agent

GREAT SOUTHWEST FIRE INSURANCE COMPANY

9501 EAST SHEA BOULEVARD
SCOTTSDALE, ARIZONA 85258

Endorsement No. _____
ENDORSEMENT

ATTACHED TO AND
FORMING A PART OF
POLICY NUMBER

ENDORSEMENT EFFECTIVE
(STANDARD TIME)
MO. DAY YR. 12:01 NOON
A.M.

INSURED
POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

AGENCY AND CODE

TRIAD/

AMOUNT OF INSURANCE	PERILS	OLD RATE	NEW RATE	ADDITIONAL PREMIUM	RETURN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INTENT OF THIS POLICY IS TO PROVIDE
PREMISES LIABILITY TO GUESTS WHILE IN ATTENDANCE AT THAT PORTION OF THE PREMISES
USED SOLELY BY THE NAMED INSURED FOR HIS OPERATIONS.

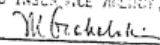
THE FOLLOWING PERSONS ARE NOT CONSIDERED GUESTS AND NOT AFFORDED COVERAGE UNDER
THIS POLICY:

1) ANY PERSON DOING VOLUNTARY LABOR ON BEHALF OF THE NAMED INSURED.

WE HEREBY AGREE TO THE TERMS OF THIS EXCLUSION:


SIGNATURE OF INSURED OR REPRESENTATIVE

This contract is a surplus line coverage under
the insurance laws of the State of Hawaii.
TRIAD INSURANCE AGENCY, INC.

By  M. G. Gichels
President

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED
GSW 70 (9-77)

AUTHORIZED REPRESENTATIVE DATE

BELOW IS FOR HOME OFFICE USE ONLY



JERRY HAY, INC.
GENERAL INSURANCE

AMFAC BUILDING / 700 BISHOP STREET, SUITE 404 / HONOLULU, HAWAII 96813

pd. 9/15/79
ck [redacted]

ACCOUNT NO. [REDACTED]	COMPANY HAWAIIAN	CO. NO. 821	POLICY NUMBER [REDACTED]	BILLING PERIOD 1-23-79 TO 1-23-80		
DESCRIPTION			LINE	TRANS	CHARGE	CREDIT
COMPREHENSIVE GENERAL LIABILITY INSURANCE - RENEWAL			31		106.00	

POLYNESIAN VOYAGING SOCIETY
P.O. BOX 6037
HONOLULU, HI 96818

INVOICE DATE

2-21-79 db

June 9, 1979

TO: BEN YOUNG
FROM: MIKE TONGG
SUBJ: EDDIE AIKAU
HARTFORD INSURANCE

Please call me as soon as possible regarding
the attached letter from Hartford Insurance.

I would also like to know the name of the
gentlman who sold the policy to the PVS.

Mahalo,

San Francisco Regional Office
650 California Street
P.O. Box 3615
San Francisco, California 94119
Telephone: (415) 445-3200

original to M. Tongg
6/6/79
Cpy to
Guerrero
THE HARTFORD

May 31, 1979

Mr. Michael A. Tongg, President
Polynesian Voyaging Society
P. O. Box 6037
Honolulu, Hawaii 96818

RE: Claim No.: [REDACTED]
Policyholder: Polynesian Voyaging Society
Claimant: Eddie Aikau, Deceased
Date of Loss: 3/17/78

Dear Mr. Tongg:

This is with regard to the copy of Petition for Judicial Finding and Declaration of Death to be signed by the parents of Eddie Aikau, which was forwarded to us for our file. Our Legal Counsel now advises us that since Policy Provision 6 clearly states that if no beneficiary designation is effective at the time of claim payment that indemnity for loss of life shall be payable to the Estate of the Insured Person, it appears that the Hartford has no choice but to make payment to the decedent's parents. To do otherwise would constitute non-compliance with the contractual obligations imposed on the Hartford and the Polynesian Voyaging Society.

Therefore the Petition for Judicial Finding and Declaration of Death executed by the decedent's parents and designating the Polynesian Voyaging Society as the beneficiary, cannot vary the terms of the policy. Consequently payment would therefore be made to the decedent's parents.

At this time could you please let us know as to when we will be receiving a certified copy of the Court Certificate declaring the death of Mr. Aikau.

Sincerely,

Vincent MacEvilly

Vincent MacEvilly, A & H Claims Processor
Hartford Accident & Indemnity Company

sr
cc: Mr. and Mrs. Solomon Aikau
cc: Peggy Lum

Hartford Fire Insurance Company
Hartford Accident and Indemnity Company
Hartford Life Insurance Company
Hartford Casualty Insurance Company
New York Underwriters Insurance Company
Twin City Fire Insurance Company

BISHOP INSURANCE AGENCY, LTD.

Serving Hawaii Since 1859

TELEPHONE 536-7351 • CORNER S. KING & BETHEL STS. • P. O. BOX 3050 • HONOLULU, HAWAII 96802

CABLE ADDRESS: "INSURANCE"

December 21, 1978

POLYNESIAN VOYAGING SOCIETY
P. O. Box 6037
Honolulu, HI. 96818

RE: Employee: Anthony K. Naliefelua
Date of Injury: 12-01-78

Gentlemen:

We are enclosing a copy of the Attending Physician's First Report on the above captioned employee who was injured on the above date.

We have not received an Employer's Report of Industrial Injury from you. If the injury was a result of his employment and covered by Workers' Compensation insurance, please submit your report immediately.

If you feel this injury is not covered by Workers' Compensation insurance, please complete an Employer's Report and also include all of the reasons why you feel this claim is not valid.

Please bear in mind that failure to report promptly is a misdemeanor which may be punishable by a \$100 fine or imprisonment for 90 days. (Sec. 386-95, H.R.S.)

Thank you for your anticipated early response.

Very truly yours,

Harold Hammond

Claims Department

Enclosure

cc: Agent _____

Second Request _____



Over a Century of Service

Every work injury to an employee causing absence for one day or more or which requires medical services other than first aid treatment must be reported within 7 working days after the injury. Failure to report promptly is a misdemeanor punishable by \$100 fine or imprisonment for 90 days. (Sec. 986-95, H. S. A.) NOTIFY THE DIVISION IMMEDIATELY IF INJURY RESULTS IN DEATH.) EVERY QUESTION MUST BE ANSWERED FULLY TO AVOID FURTHER CORRESPONDENCE.

The law requires the employer to furnish the injured employee a copy of this report.

WC-1 EMPLOYER'S REPORT OF INDUSTRIAL INJURY										CASE NUMBER	
IDENTIFICATION SECTION											
(NOTE: DO NOT WRITE IN SHADED BLOCKS)											
EMPLOYEE NAME - LAST		FIRST	M.I.	SOC SEC NO		DATE OF BIRTH		SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	MARITAL STATUS MARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/>	DATE RECEIVED	
ADDRESS		ADDITIONAL ADDRESS INFORMATION				CITY		STATE	DAY	YR	ZIP CODE
PHONE	OCCUPATION	HOW LONG EMPLOYED BY YOU AT THIS OCCUPATION?		YRS. EMP'D CODE	DEPARTMENT		PAYROLL COMP CLASS CODE		OCC. CODE		
EMPLOYER NAME		ADDRESS				CITY		STATE	ZIP CODE		
PHONE	NATURE OF BUSINESS		DATE INJURY/ILLNESS REPORTED		DATE OF INJURY/ILLNESS		PREFAB <input type="checkbox"/> WC-2 <input type="checkbox"/> WC-5	DOL NUMBER		AKA	

DETAILS OF INJURY/ILLNESS										
TIME OF INJURY/ILLNESS		TIME OF VI CODE	PLACE OF VI IF DIFFERENT FROM EMPLOYER'S MAILING ADDRESS			CITY	STATE	ON EMPLOYER'S PREMISES <input type="checkbox"/> YES <input type="checkbox"/> NO	SIC CODE	UNEMP. COMP. CODE
A.M. P.M.										
HOW DID THIS ACCIDENT OCCUR? (Please describe fully the events that resulted in injury or occupational disease. Tell what happened. Please use separate sheet if necessary.)							SOURCE OF INJURY		ACCIDENT TYPE	
WHAT WAS EMPLOYEE DOING WHEN INJURED? (Please be specific. Identify tools, equipment or material the employee was using.)							TASK	ACTIVITY	ACCIDENT FACTOR	
OBJECT OR SUBSTANCE THAT DIRECTLY INJURED EMPLOYEE (e.g., the machine employee struck against or which struck him, the vapor or poison inhaled or swallowed, the chemical that irritated his skin, in cases of strains, the thing he was lifting, pulling, etc.)										
DESCRIBE IN DETAIL THE NATURE OF THE INJURY/ILLNESS AND PART OF THE BODY AFFECTED							YES NO	NATURE OF INJURY	PART OF BODY	
							DISMEMBERMENT <input type="checkbox"/>			
							BURNS <input type="checkbox"/>			

TIME LOST INFORMATION										
DATE DISABILITY BEGAN	WAS EMPLOYEE FURNISHED MEALS OR LODGING?	YES NO	AVG WKL Y WAGE	IF EMPLOYEE IS BACK TO WORK GIVE DATE	IF EMPLOYEE DIED GIVE DATE	GIVE NAME AND ADDRESS OF SURVIVORS ON BACK	HOURLY WAGE	MONTHLY SALARY	HRS WKT PER WK	DISMEMBERMENT FACTOR
MO / DAY / YR				MO / DAY / YR	MO / DAY / YR					

TREATMENT			OBTAIN NAME OF TREATING PHYSICIAN FROM EMPLOYEE	
NAME OF PHYSICIAN		ADDRESS		PHYSICIAN CODE
NAME OF HOSPITAL (if hospitalized)		ADDRESS		

INSURANCE			
NAME OF WC INSURANCE COMPANY	NAME OF INSURANCE AGENCY	IF LIABILITY DENIED - WHY?	IS LIABILITY DENIED?
	Bishop Insurance Agency, Limited		<input type="checkbox"/> YES <input type="checkbox"/> NO

SIGNATURE		
SIGNATURE		TITLE
		DATE
		MO / DAY / YR

3 CARRIER'S CASE REPORT

(NOTE: DO NOT WRITE IN SHADED BLOCKS)

CLAIMANT NAME AND ADDRESS

Milton Bertelmann
[REDACTED]
Kamuela, HI

CASE NO.		
DATE RECEIVED		
MO.	DAY	YR.
CARRIER CASE NO.		
[REDACTED]		
CARRIER I.D.		

CHECK ONE:

SOC. SEC. NO. not known

DATE OF INJURY/ILLNESS 3/16/76

EMPLOYER Polynesian Voyaging Society

CARRIER HIC

NAME Hawn Insurance Co

ADDRESS PO Box 2255, Hon HI

INDIVIDUAL TO CONTACT n mead

TELEPHONE NO. [REDACTED]

1. ☐ DATE OF FIRST INCOME REPLACEMENT PAYMENT: MO. / DAY / YR.

2. ☐ REOPEN CASE

3. ☐ HEARING REQUESTED

4. ☐ MEDICAL ONLY - DATE PAYMENT MADE: MO. / DAY / YR.

5. ☐ FINAL PAYMENT TO PREVIOUSLY ENDED CASE

6. ☐ YEAR END REPORT FOR 19

7. ☒ FINAL REPORT (COPY TO EMPLOYEE)

NOTE: WHEN 4, 5, 6 & 7 ARE CHECKED, PAYMENT BLOCK MUST BE FILLED IN.

RETURN TO WORK DATE: MO. / DAY / YR.

PAYMENTS NOT PREVIOUSLY REPORTED

INCOME REPLACEMENT

COMP. RATE

DISFIGUREMENT:

TYPE OF DISABILITY ▶	(1) TTD	(2) TPD	(3) PTD	(4) PPD	(5) DEATH
NO. OF DAYS ▶					
AMOUNT ▶					

MEDICAL OTHER:

SERVICES OF ATTENDANT:

CARRIER'S COMMENTS: close - claim denied - no coverage

NOTICE TO EMPLOYEE:

WITH THE FINAL PAYMENT OF COMPENSATION (AS INDICATED HEREON) ON YOUR INDUSTRIAL INJURY OF 3/16/76, IDENTIFIED AS CASE NO. ,

THE CASE SHALL BE CLOSED. THIS DETERMINATION SHALL NOT CONSTITUTE A BAR TO YOUR REOPENING RIGHTS AS PROVIDED BY SECTION 386-89, HRS. NOR TO FUTURE MEDICAL BENEFITS.

SIGNATURE chris young

POSITION claims dept

DATE 12/2/77

WC-3 CARRIER'S CASE REPORT

(NOTE: DO NOT WRITE IN SHADED BLOCKS)

CLAIMANT NAME AND ADDRESS

John Kruse
[REDACTED]
Honolulu, HI

CASE NO.

DATE RECEIVED

MO / DAY / YR

CARRIER CASE NO.

CARRIER I.D.

CHECK ONE:

SOC. SEC. NO. [REDACTED]

DATE OF INJURY/ILLNESS 6/4/75

EMPLOYER Polynesian Voyaging Society

CARRIER PIC

NAME Havn Insurance Co

ADDRESS PO Box 2255, Pon HI

INDIVIDUAL TO CONTACT s fujimoto

TELEPHONE NO. [REDACTED]

1. ☐ DATE OF FIRST INCOME REPLACEMENT PAYMENT: MO / DAY / YR

2. ☐ REOPEN CASE

3. ☐ HEARING REQUESTED

4. ☐ MEDICAL ONLY - DATE PAYMENT MADE: MO / DAY / YR

5. ☐ FINAL PAYMENT TO PREVIOUSLY ENDED CASE

6. ☐ YEAR END REPORT FOR 19

7. ☒ FINAL REPORT (COPY TO EMPLOYEE)

NOTE: WHEN 4, 5, 6 & 7 ARE CHECKED, PAYMENT BLOCK MUST BE FILLED IN.

RETURN TO WORK DATE: MO / DAY / YR

PAYMENTS NOT PREVIOUSLY REPORTED

INCOME REPLACEMENT

COMP. RATE 155.00

DISFIGUREMENT: 50.00

TYPE OF DISABILITY ▶	(1) TTD	(2) TPD	(3) PTD	(4) PPD	(5) DEATH
NO. OF DAYS ▶				4-5	
AMOUNT ▶				697.50	

MEDICAL OTHER: 97.19

SERVICES OF ATTENDANT:

CARRIER'S COMMENTS:

NOTICE TO EMPLOYEE:

WITH THE FINAL PAYMENT OF COMPENSATION (AS INDICATED HEREON) ON YOUR INDUSTRIAL INJURY OF 6/4/75, IDENTIFIED AS CASE NO. 76-22254, THE CASE SHALL BE CLOSED. THIS DETERMINATION SHALL NOT CONSTITUTE A BAR TO YOUR REOPENING RIGHTS AS PROVIDED BY SECTION 386-89, HRS. NOR TO FUTURE MEDICAL BENEFITS.

SIGNATURE chris young

POSITION claims dept

DATE 11/22/77



BISHOP INSURANCE OF HAWAII, INC.

Serving Hawaii Since 1859

P.O. BOX 3050 • HONOLULU, HAWAII 96802


KANE OHE RANCH Insurance AGENCY
KAILUA, OAHU
(DIVISIONS OF BISHOP INSURANCE)

CLIENT'S COPY
CREDIT MEMO

BRANCHES AT: CAPTAIN COOK, HAWAII / HILO, HAWAII / KAMUELA, HAWAII / KAHULUI, MAUI / WAIMEA, KAUAI / KAILUA, OAHU

ACCOUNT NO. [REDACTED]	CREDIT TO INVOICE [REDACTED]	CREDIT MEMO DATE 4-25-79	AGENT [REDACTED]
POLYNESIAN VOYAGING SOCIETY P. O. BOX 6037 HONOLULU, HAWAII 96818			Qualified to counsel you in <u>all lines</u> of insurance.
POLICY NUMBER [REDACTED]	EFFECTIVE DATE 1-5-78	EXPIRATION DATE 1-5-79	
TYPE OF COVERAGE SEAFARER'S COMPENSATION FINAL ADJUSTMENT FOR 1-5-78/79			CREDIT
COMPANY CU			
\$ 21.00			TOTAL CREDIT

Commercial Union Assurance Companies

INSURED		DATE		REPORT OF AUDIT		
POLYNESIAN VOYAGING SOCIETY		4-25-79				
REGIONAL OFFICE	AGENT OR BROKER		PRODUCER NUMBER			
PAC-HAWAII	BISHOP INS. OF HAWAII, INC.		[REDACTED]			
POLICY NUMBER	POLICY DATE	EXPIRATION DATE	CANCELLATION DATE			WCP PLAN CODE
[REDACTED]	1-5-78	1-5-79	1-5-78			1-5-79
TO AGENT: IMPORTANT		501				
ADDITIONAL PREMIUMS HAVING BEEN FULLY EARNED ARE DUE AND SHOULD BE PAID IMMEDIATELY. RETURN PREMIUMS SHOULD NOT BE PAID UNTIL ALL OUT- STANDING PREMIUMS ARE AD- JUSTED.		EARNED PREMIUMS (DETAIL BELOW)	26.00			
		LESS PREMIUMS PREVIOUSLY CHARGED	47.00			
		ADDITIONAL PREMIUMS				
		RETURN PREMIUMS	21.00			
RETURN PREMIUM \$ 21.00						

CLASS NUMBER	HAWAII-52	BASIS OF PREMIUM	RATE	EARNED PREMIUM	RATE	EARNED PREMIUM	RATE	EARNED PREMIUM
8810	CLERICAL OFFICE EMPLS.	NONE	26.MP	26.00				

G44005-2

INSURED'S COPY

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

WORKMEN'S COMPENSATION

WC 8240
(Ed. 3-75)

AMENDATORY ENDORSEMENT

Insuring Agreements. III Definitions. (a) Workmen's Compensation Law

This endorsement, effective _____ (12:01 A. M., standard time) _____, forms a part of policy No. _____

Issued to _____

The following spaces are to be completed only
if this endorsement is not attached to the
policy when issued.

by _____


C. L. O'NEIL
Authorized Representative

It is agreed that "Insuring Agreement III — Definition (a)" of the policy is replaced by the following:
(a) **Workmen's Compensation Law.** The unqualified term "workmen's compensation law" means the workmen's compensation law or workers' compensation law and any occupational disease law of a state designated in Item 3 of the declarations, but does not include those provisions of any such law which provide non-occupational disability benefits.



IMPORTANT NOTICE

If you are engaged in business "affecting interstate commerce"* you should be aware of the following:

- (1) The Occupational Safety & Health Act of 1970, Public Law 91-596, is effective on April 28, 1971.
- (2) This Act establishes federal standards for occupational safety and health.
- (3) This Act provides for inspection and enforcement of the Safety & Health Standards. Penalties for non-compliance are included.
- (4) We suggest you consult your attorney or your insurance agent for details on this important subject.

* (The phrase does not require that an individual's products be shipped across state lines. It is sufficient that raw materials, power or communications used, cross state lines.)

To Our Policyholders:

- Subject: Workers' Compensation - Payroll Transition Program

Effective January 1, 1977, a new Payroll Limitation Rule has been adopted where premiums will be charged upon actual payrolls with no limitation per week or per employee, subject to a maximum of \$500 per week and a minimum of \$100 per week for corporate executive officers. In the past a maximum average of \$300 per employee per week applied.

So that there will not be any extreme increase in costs to any employer a three-year transition program has been adopted to place a limit on any possible premium increase which may develop solely as a result of this Payroll Limitation Rule. To determine any such credit, it will be necessary to make a comparison of the policy under the unlimited method with premiums which would have been developed under the \$300 limit. If the difference is greater than 5% in the first year, a premium equal to 105% of the premium calculated the old way will be charged. If the difference is greater than 10% in the second year, a premium equal to 110% of the premium calculated will be charged, and should the difference be greater than 15% in the third year, a premium equal to 115% of the premium calculated will be charged. If the difference is \$50 or less, the actual new method premium will be charged.

Examples:	1. Premium calculated with <u>unlimited payroll</u>	
	(\$500 maximum for corporate officers)	\$1,500.00
	Premium calculated with the <u>\$300 maximum</u>	
	<u>limit</u>	-1,400.00
	Difference	\$ 100.00
	Premium calculated 105% for the first year	
	using the \$300 maximum payroll amount	
	(\$1,400 X 105%)	\$1,470.00
	Actual premium to be charged, instead of	
	\$1,500	\$1,470.00
2.	Premium calculated with <u>unlimited payroll</u>	
	(\$500 maximum for corporate officers)	\$ 600.00
	Premium calculated with the <u>\$300 maximum</u>	
	<u>limit</u>	- 560.00
	Difference	\$ 40.00
	Actual premium to be charged	\$ 600.00
NO TRANSITION CREDIT, since the difference		
is less than \$50.		

In order for you to obtain credit under the Payroll Limitation Rule, it is necessary that your records show separately; by employee (and in summary) by class of work, the total remuneration earned by each employee whose average weekly remuneration for the total time employed during the policy period exceeds an average of \$300 per week, and for each Executive Officer whose average remuneration exceeds \$500 per week.

ENDORSEMENTS	POLICY TO BE COUNTERSIGNED (STATES)
AGENT OR BROKER BIA	SUB-AGENT OR BROKER

PLEASE NOTE: THIS SNAP OUT SET HAS TWO PERFORATIONS, FOR EASY SEPARATION:
1. SNAP APART TOP COPIES
2. SNAP APART OTHER COPIES

DATE ISSUED
2/1/78

BRANCH SYM.	POL. SYM.
	WC

WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY



PRODUCER
N
RENEWAL OF OR PREVIOUS NO.

POLICY NUMBER
CA

Commercial Union Insurance Company

Boston, Massachusetts

A STOCK COMPANY

DECLARATIONS

Item 1. Named Insured and Mail Address: (No., Street, Town or City, County, State, Zip Code)

- POLYNESIAN VOYAGING SOCIETY
- P. O. BOX 6037
- HONOLULU, HAWAII 96818

- ☐ Individual ☐ Partnership
- ☒ Corporation ☐ Other



Locations—All usual work places of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein: **BISHOP MUSEUM - HONOLULU, HAWAII**

Item 2. Policy Period: from **1/5/78** to **1/5/79** at 12:01 A.M., standard time at the address of the insured as stated herein.

Item 3. Coverage A of this policy applies to the Workmen's Compensation law and any occupational disease law of each of the following states:

STATE OF HAWAII

Item 4. Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	PREMIUM BASIS Estimated Total Annual Remuneration	RATES Per \$100 of Remuneration	Estimated Annual Premiums
Clerical Office Employees N.O.C.	8810	7,200.	.45	32.00
Salesmen, Collectors or Messengers—Outside	8742			
Drivers, Chauffeurs and their Helpers N.O.C.—Commercial—	7380			

Premium for increased limits Coverage B, if applicable

Total Premium Subject to Experience Modification		
Experience Modification		
Premium Adjusted by Application of Experience Modification		
Loss Constant \$	Expense Constant \$ 15.00	15.00
If indicated herein, interim adjustment of premium shall be made:		
Total Estimated Annual Premium		\$ 47.00
<input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Minimum Premium \$ 26.00	Deposit Premium \$ 47.00

Item 5. Limit of Liability for Coverage B—Employers' Liability \$ 100,000., subject to all the terms of this policy having reference thereto.

2/1/78 RG/cc, HONOLULU, HAWAII

C50-4 (Ed. 3-75) (X)

Countersigned:

Authorized Representative

COMMERCIAL UNION INSURANCE COMPANY

(A stock insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. Coverage A—Workmen's Compensation:

To pay promptly when due all compensation and other benefits required of the insured by the workmen's compensation law.

Coverage B—Employers' Liability:

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom,

- (a) sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in Item 3 of the declarations or in operations necessary or incidental thereto, or
- (b) sustained while temporarily outside the United States of America, its territories or possessions, or Canada by any employee of the insured who is a citizen or resident of the United States or Canada arising out of and in the course of his employment by the insured in connection with operations in a state designated in Item 3 of the declarations; but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

II. Defense, Settlement, Supplementary Payments:

As respects the insurance afforded by the other terms of this policy the company shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended proceeding or suit, but without any obligation to apply for or furnish any such bonds;

- (c) pay all expenses incurred by the company, all costs taxed against the insured in any such proceeding or suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request.

The amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the company in addition to the amounts payable under coverage A or the applicable limit of liability under coverage B.

III. Definitions:

- (a) **Workmen's Compensation Law.** The unqualified term "workmen's compensation law" means the workmen's compensation law and any occupational disease law of a state designated in Item 3 of the declarations, but does not include those provisions of any such law which provide non-occupational disability benefits.

- (b) **State.** The word "state" means any State or Territory of the United States of America and the District of Columbia.

- (c) **Bodily Injury by Accident; Bodily Injury by Disease.** The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident." The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident."

- (d) **Assault and Battery.** Under coverage B, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Application of Policy:

This policy applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

EXCLUSIONS

This policy does not apply:

- (a) under coverages A and B to operations conducted at or from any workplace not described in Item 1 or 4 of the declarations if the insured has, under the workmen's compensation law, other insurance for such operations or is a qualified self-insurer therefor;
- (b) under coverages A and B unless required by law or described in the declarations, to domestic employment or to farm or agricultural employment;
- (c) under coverage B, to liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;
- (d) under coverage B, (1) to punitive or exemplary damages on account of bodily

injury to or death of any employee employed in violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

- (e) under coverage B, to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;

- (f) under coverage B, to any obligation for which the insured or any carrier as his insurer may be held liable under the workmen's compensation or occupational disease law of a state designated in Item 3 of the declarations, any other workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law.

CONDITIONS

The conditions, except conditions 8, 9, 10 and 16, apply to all coverages.
Conditions 8, 9, 10 and 16, apply only to the coverage noted thereunder.

1. Premium: The premium bases and rates for the classifications of operations described in the declarations are as stated therein and for classifications not so described are those applicable in accordance with the manuals in use by the company. This policy is issued by the company and accepted by the insured with the agreement that if any change in classifications, rates or rating plans is or becomes applicable to this policy under any law regulating this insurance or because of any amendments affecting the benefits provided by the workmen's compensation law, such change with the effective date thereof shall be stated in an endorsement issued to form a part of this policy.

When used as a premium basis, "remuneration" means the entire remuneration, computed in accordance with the manuals in use by the company, earned during the policy period by (a) all executive officers and other employees of the insured engaged in operations covered by this policy, and (b) any other person performing work which may render the company liable under this policy for injury to or death of such person in accordance with the workmen's compensation law. "Remuneration" shall not include the remuneration of any person within division (b) foregoing if the insured maintains evidence satisfactory to the company that the payment of compensation and other benefits under such law to such person is secured by other valid and collectible insurance or by any other undertaking approved by the governmental agency having jurisdiction thereof.

If the declarations provide for adjustment of premium on other than an annual basis, the insured shall pay the deposit premium to the company upon the inception of this policy and thereafter interim premiums shall be computed in accordance with the manuals in use by the company and paid by the insured promptly after the end of each interval specified in the declarations. The deposit premium shall be retained by the company until termination of this policy and credited to the final premium adjustment.

The insured shall maintain records of the information necessary for premium computation on the bases stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct. If the insured does not furnish records of the remuneration of persons within division (b) of the definition of remuneration foregoing, the remuneration of such persons shall be computed in accordance with the manuals in use by the company.

The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the rules, rates, rating plans, premiums and minimum premiums applicable to this insurance in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the premium previously paid, the insured shall pay the excess to the company; if less, the company shall return to the insured the unearned portion paid by the insured. All premiums shall be fully earned whether any workmen's compensation law, or any part thereof, is or shall be declared invalid or unconstitutional.

2. Long Term Policy: If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve months period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period. The earned premium for each such period shall be computed as provided by Condition 1 of this policy, subject, except as otherwise provided in the manuals in use by the company with respect to classifications of operations for which this policy provides a per capita premium basis, to the following provisions:

- (a) The premium rates for the first consecutive period shall be those stated in the declarations and those applicable for such period in accordance with the manuals in use by the company;
- (b) The premium bases, classifications of operations, rates, rating plans, premiums and minimum premiums for each such subsequent period shall be those applicable for such period in accordance with the manuals in use by the company.

3. Partnership or Joint Venture as Insured: If the insured is a partnership or joint venture, such insurance as is afforded by this policy applies to each partner or member thereof as an insured only while he is acting within the scope of his duties as such partner or member.

4. Inspection and Audit: The company and any rating authority having jurisdiction by law shall each be permitted but not obligated to inspect at any reasonable time the workplaces, operations, machinery and equipment covered by this policy. Neither the right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery or equipment are safe or healthful, or are in compliance with any law, rule or regulation.

The company and any rating authority having jurisdiction by law shall each be permitted

to examine and audit the insured's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind at any reasonable time during the policy period and any extension thereof and within three years after termination of this policy, as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of this insurance.

5. Notice of Injury: When an injury occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses.

6. Notice of Claim or Suit: If claim is made or suit or other proceeding is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured: The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the workmen's compensation law.

8. Statutory Provisions—Coverage A: The company shall be directly and primarily liable to any person entitled to the benefits of the workmen's compensation law under this policy. The obligations of the company may be enforced by such person, or for his benefit by any agency authorized by law, whether against the company alone or jointly with the insured. Bankruptcy or insolvency of the insured or of the insured's estate, or any default of the insured, shall not relieve the company of any of its obligations under coverage A.

As between the employee and the company, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the company; the jurisdiction of the insured, for the purposes of the workmen's compensation law, shall be jurisdiction of the company and the company shall in all things be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by such law and within the terms, limitations and provisions of this policy not inconsistent with such law.

All of the provisions of the workmen's compensation law shall be and remain a part of this policy as fully and completely as if written herein, so far as they apply to compensation and other benefits provided by this policy and to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under such law.

The insured shall reimburse the company for any payments required of the company under the workmen's compensation law, in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and wilful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

Nothing herein shall relieve the insured of the obligations imposed upon the insured by the other terms of this policy.

9. Limits of Liability—Coverage B: The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom," in coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limit of liability stated in the declarations for coverage B is the total limit of the company's liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident. The limit of liability stated in the declarations for coverage B is the total limit of the company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one or more employees of the insured in operations in any one state designated in Item 3 of the declarations or in operations necessary or incidental thereto.

The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

10. **Action Against Company—Coverage B:** No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, not until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations under coverage B.

11. **Other Insurance:** If the insured has other insurance against a loss covered by this policy, the company shall not be liable to the insured hereunder for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other insurance existed, bears to the sum of said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

12. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this policy against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

13. **Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

14. **Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. If, however, during the policy period the insured shall die, and written notice is given to the company within thirty days after the date of

such death, this policy shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed or delivered, after such death, to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

15. **Cancellation:** This policy may be canceled by the insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the insured cancels, unless the manuals in use by the company otherwise provide, earned premium shall be (1) computed in accordance with the customary short rate table and procedure and (2) not less than the minimum premium stated in the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the insured.

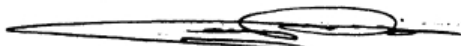
When the insurance under the workmen's compensation law may not be canceled except in accordance with such law, this condition so far as it applies to the insurance under this policy with respect to such law, is amended to conform to such law.

16. **Terms of Policy Conformed to Statute—Coverage A:** Terms of this policy which are in conflict with the provisions of the workmen's compensation law are hereby amended to conform to such law.

17. **Declarations:** By acceptance of this policy the insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Commercial Union Insurance Company has caused this policy to be executed by its President and Secretary, and countersigned on the declarations page by a duly Authorized Representative of the company.


RAYMOND M. DEFOSSEZ
Secretary


LAWSON L. SWEARINGEN
President

TEMPORARY DISABILITY INSURANCE

NOTICE OF CANCELLATION AGT. [REDACTED]

POLICY OR BOND NUMBER [REDACTED]	DATE OF NOTICE 03/23/79 AM
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☒ THE HAWAIIAN INSURANCE & GUARANTY COMPANY, LIMITED
☐ UNITED NATIONAL INSURANCE COMPANY, LIMITED

YOU ARE HEREBY NOTIFIED THAT PURSUANT TO ITS TERMS, THIS POLICY OR BOND IS CANCELLED AS INDICATED BY ☒ BELOW

<input checked="" type="checkbox"/> DATE AND HOUR OF CANCELLATION 03/05/79 <input checked="" type="checkbox"/> 12:01 A.M. <input type="checkbox"/> NOON <small>DATE STANDARD TIME</small>	<input type="checkbox"/> DAYS AFTER RECEIPT OF THIS NOTICE. (Provided, however, that as to any mortgagee or loss payee who, by express provision of the policy or bond is entitled to additional days notice of cancellation, the effective date of cancellation shall be _____ days after service of this notice.)
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Name and Address of Insured or Obligor

POLICY CANCELLED FOR NON-PAYMENT OF ANNUAL PAYROLL REPORT FOR 1/1/78 TO 12/31/78.

TO → POLYNESIAN VOYAGING SOCIETY
 P. O. BOX 6037
 HONOLULU, HAWAII 96818

U. I. #89494
 DIRECTOR, DEPARTMENT OF LABOR &
 INDUSTRIAL RELATIONS
 TEMPORARY DISABILITY INSURANCE DIVISION
 P. O. BOX 3769
 HONOLULU, HAWAII 96812

THE HAWAIIAN INSURANCE & GUARANTY COMPANY, LIMITED
 PURSUANT TO THE TERMS OF THE POLICY OR BOND.

BY Robert D. Spain
AUTHORIZED REPRESENTATIVE
 VICE PRESIDENT

INSURED'S COPY

AGE AGENT NO.: JERRY HAY INC.

HAWAII TEMPORARY DISABILITY INSURANCE RENEWAL ENDORSEMENT

The policy numbered below is, subject to the payment of premium, continued in force for the period 01/01/79 to 01/01/80.

Premiums shall be computed at:

.70 per \$100. of chargeable payroll
0 persons @ \$7.00 per person for Riders (if any).
TO BE DETERMINED AT AUDIT
(= maximum weekly chargeable payroll per employee)

Deposit Premium Due = \$ NONE
(Subject to a Minimum Annual Premium of \$60.00)

Premium Payment Plan:

- ☒ Annual
☐ Semi Annual
☐ Quarterly
☐ Monthly

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limits or conditions of the policy, except as hereinabove set forth.

HAWAIIAN INSURANCE &
GUARANTY CO., LTD.

Countersigned by 11/02/78 kg

THE HAWAIIAN INSURANCE & GUARANTY COMPANY, LIMITED

Robert D. Spurr
Authorized Representative

PLEASE ATTACH TO YOUR POLICY

 Policy No. 01/01/79 Effective Date POLYNESIAN VOYAGING SOCIETY Insured

DISTR.: White - Insured; Green - Accountant; Canary - Home Office; Pink - Agent; Goldenrod - Audit
HT-1001 (10/77)

REMITTANCE COPY

INVOICE

BISHOP INSURANCE AGENCY, LTD.

Serving Hawaii Since 1859

KANEHOE RANCH Insurance AGENCY
KAILUA, OAHU
(DIVISION OF BISHOP INSURANCE)

CORNER SO. KING & BETHEL STS. • P.O. BOX 3050 • HONOLULU, HAWAII 96802

BRANCHES AT: CAPTAIN COOK, HAWAII / HILO, HAWAII / KAHULUA, HAWAII / KAHULUI, MAUI / WAINA, KAUAI / KAILUA, OAHU

ACCOUNT NO. [REDACTED]	INVOICE NO. [REDACTED]	INVOICE DATE 2/1/78	AGENT BIA - 101
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POLYNESIAN VOYAGING SOCIETY
P. O. BOX 6037
HONOLULU, HAWAII 96818

ASSIGNED
you in all lines
RISK

POLYNESIAN VOYAGING SOCIETY

BISHOP INSURANCE
AGENCY, LIMITED

POLICY NUMBER [REDACTED]	EFFECTIVE DATE 1/5/78	EXPIRATION DATE 1/5/79
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TYPE OF COVERAGE

WORKER'S COMPENSATION POLICY

FEB 1 1978

PAID

COMPANY
COMMERCIAL UNION

\$ 47.00

DUE NOW

TO ASSURE PROPER CREDIT RETURN ORIGINAL COPY WITH YOUR PAYMENT.

[REDACTED]
Honolulu, Hawaii 96818

November 27, 1978

Mr. Richard Gustafson, Auditor
Bishop Insurance Agency, Ltd.
P. O. Box 3050
Honolulu, Hawaii 96802

Dear Mr. Gustafson:

Enclosed is a copy of your letter to us dated November 13.

Will you please terminate this policy effective January 5,
1979 since Polynesian Voyaging Society does not have any
employees nor do we intend to have any paid employees in the
future.

Should you have any questions, please feel free to contact

Ms. Marlene Among, Administrative Secretary at [REDACTED].

Sincerely,

Anthony R. Guerrero, Jr.
Treasurer

BISHOP INSURANCE AGENCY, LTD.

Serving Hawaii Since 1859

TELEPHONE 536-7351 • CORNER S. KING & BETHEL STS. • P. O. BOX 3050 • HONOLULU, HAWAII 96802

November 13, 1978

CABLE ADDRESS: "INSURANCE"

Polynesian Voyaging Society
P. O. Box 6037
Honolulu, Hawaii 96818

Re: Worker's Compensation Policy # [REDACTED]
Expiration Date 1-5-79
Estimated Deposit Premium of \$ 65.00

Dear Sir:

Your Worker's Compensation policy, which was written under the Assigned Risk Plan, will be expiring on the date indicated above. Unless we receive your instructions to renew along with the deposit premium, coverage will terminate at 12:01 A.M. on 1-5-79.

Please note that the above deposit for the renewal policy is based upon last year's estimated payroll. If you anticipate any changes in payroll for the next annual policy period, please advise us.

If you have any questions regarding this, please feel free to call me.

Sincerely,

Richard Gustafson
Auditor

RG:vm



Over a Century of Service

HAWAII INSURANCE RATING BUREAU

THOS. H. HOPCROFT
GENERAL MANAGER

P. O. BOX 4500

HONOLULU, HAWAII 96813

PHONE 531-2771

F.H. KUHN
TREASURER
SECRETARY FIRE

KATHLEEN B. SANSONE
SECRETARY CASUALTY

January 4, 1978

A.O. CLISSOLD
ASST. SECRETARY FIRE

: Commercial Union Insurance Company
c/o Bishop Insurance Agency, Limited
P.O. Box 3050
Honolulu, Hawaii 96802

Re: POLYNESIAN VOYAGING SOCIETY
HAWAII WORKERS' COMPENSATION INSURANCE PLAN
Effective 12:01 AM January 5, 1978

Gentlemen:

In accordance with the Rules of the Hawaii Workers' Compensation Insurance Plan, the attached application is hereby assigned to your company for a period of three consecutive years.

Attached please find a **Agency Check** for \$47. the first year's estimated annual premium. Your company shall be permitted to inspect and audit operations in order to verify the estimated annual premium.

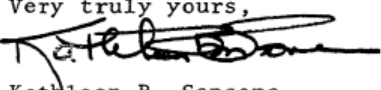
This risk has been assigned to the classifications listed below:

Code 8810 - Clerical Office Employees

Please notify this office of the policy number and effective date when the first year's policy is issued.

Also mark your records to indicate that 60 days prior to the inception of the first and second renewals the insured will be notified of expiration and this office shall be advised if the policy is to be renewed; and, if renewed, the renewal policy number and premium charged.

Very truly yours,


Kathleen B. Sansone
Secretary Casualty

KBS:hsg

Attach

cc: Polynesian Voyaging Society
Jerry Hay, Incorporated

ILLEGIBLE

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